

Improvement Res. No. 1330-73

*vac. of Calhoun St.  
from npl of Fifth  
St. to npl of Putnam  
St.*

Resolution Adopted:

*Jan. 18, 1973*

Confirmed:

*May 16, 1974*

Bids Received:

Contract Awarded:

Contract and Bond:

Contractor:

Reported Completed:

Assessment Roll Confirmed:

*Oct. 21, 1976*

1330-73

B.O. 3-1973

DECLARATORY RESOLUTION NO. 1330-1973

for the vacation of Calhoun Street from the north  
property line of Sixth Street to the north property  
line of Putnam Street.

ADOPTED: January 18, 1973

ADVERTISE NOTICE TO PROPERTY OWNERS: Jan. 26 & Feb. 2 '73

NOTICES MAILED: February 2, 1973

HEARING ON CONFIRMATION: Feb. 15, 1973 at 3:30 p.m.

H. on C. - continued to Thurs., May 17, 1973 at 3:30 p.m. \*\*  
CONFIRMED: May 16, 1974 subj. to provisions.

ASSESSMENT ROLL ORDERED: May 16, '74

\*\*Continued to  
Thurs. Nov. 15, '73  
at 3:30 p.m. \*\*\*

ASSESSMENT ROLL APPROVED: 10/6/76

HEARING ON CONFIRMATION OF ASSM'T ROLL: \*\*\* Cont. to Thurs  
H ON C OF A. R. - Thurs. Oct. 21, '76 at 7 p.m. May 16, 1974 at  
NOTICE SERVED: Oct. 11, 1976 3:30 p.m.

ASSESSMENT ROLL CONFIRMED: October 21, 1976

to D of F

For the Vacation - ~~Opening - Condemnation of right of way for utility purposes~~ of Calhoun Street from the north property line of Sixth Street to the north property line of Putnam Street.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to vacate Calhoun Street from the north property line of Sixth Street to the north property line of Putnam Street.

All as shown by a plan of such proposed Vacation - ~~Opening - Condemnation of right of way for utility purposes~~ as above described, now on file in the Office of the Department of Public Works of the City of Fort Wayne, Indiana

The cost of said Vacation - ~~Opening - Condemnation of right of way for utility purposes~~ shall be assessed against the property beneficially affected thereby.

The property which may be injuriously or beneficially affected by such Vacation - Opening - Condemnation of right of way for utility purposes is described as follows: Lots 35 to 40 and Block "A", all in St. Vincent Place Addition; portion of Lots 1 & 2 and Lot 42, Feeder Addition and part of Lot 8, Wells Reserve. Said additions are inclusive to the City of Fort Wayne, Indiana.

All according to the method and manner provided for in an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations", as approved March 6, 1905 and the provisions of all acts amendatory thereto and supplemental thereof, including the right to bond assessments as in said law ordered.

Assessments if deferred are to be paid in ten equal installments with interest at the rate of five (5) % per annum. Under no circumstances shall the City of Fort Wayne, Indiana be or be held responsible for any sum or sums due from the said property owner or owners, or for the payment of any bond or bonds, except for such moneys as shall have been actually received by the City from the assessments for such property damages as said City is by said above entitled act required to pay. All proceedings had in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

The vacation of the above described Street shall be subject to an easement for the use of the City of Fort Wayne, Indiana, and other public utilities for the construction and maintenance of sewers, water mains, gas mains, electric pole lines and conduits, telephone and telegraph pole lines and conduits.

All Streets, lots and lands affected by the above described vacation are situated in the southeast quarter of Section Thirty Five, Township 31 North, Range 12 East and lie wholly within the corporate limits of the City of Fort Wayne, Indiana.

ADOPTED THIS

18th

DAY OF

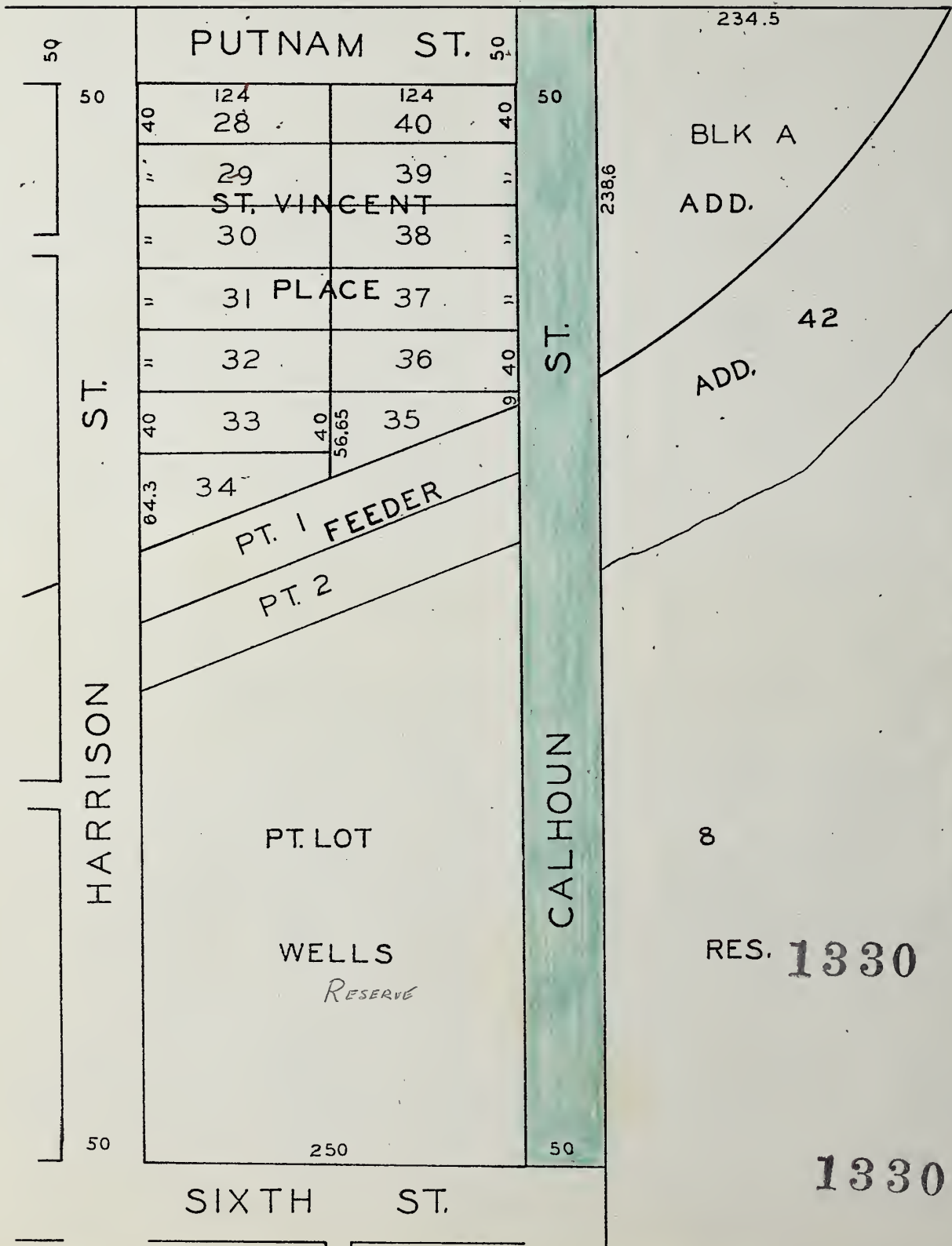
January 19 73

Attest:

Edna L. Smith  
Secretary Board of Public Works.Ronald L. Bonar  
Board of Public Works.



 STREETS TO BE VACATED



1330

RES. 1330

8

42

BLK A

ADD.

ADD.

PT. LOT

WELLS  
RESERVE

PT. 1 FEEDER  
PT. 2

PUTNAM ST.

SIXTH ST.

ST.

HARRISON

ST.

CALHOUN

## PETITION TO VACATE STREET

NOTED

TO: THE CITY PLAN COMMISSION OF THE CITY OF FORT WAYNE,  
INDIANA and

☒ F.S.E.  
☒ R.W.D.  
☐ G.F.G.

Date \_\_\_\_\_

THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA

Gentlemen:

The undersigned Petitioners hereby respectfully petition the City Plan Commission and The Common Council of the City of Fort Wayne, to approve the vacation of the following described streets located within the City of Fort Wayne, Indiana, to-wit:

Calhoun Street from the North property line of Sixth Street north to the north property line of Putnam Street

Petitioners represent that:

(1) Petitioners are the owners of all of the real estate adjoining Calhoun Street lying between Sixth Street and Putnam Street, and of all real estate adjoining Putnam Street lying between Harrison Street and Calhoun Street;

(2) That said streets have never been improved and are only spasmodically utilized and have not been regularly used for any public thoroughfare for many years last past.

(3) That adequate alternative access to Calhoun Street property south of Sixth Street exists in that traffic eastbound on Putnam Street can turn South on Harrison Street and proceed to Sixth Street, then east on Sixth Street to Calhoun Street, and those on Calhoun Street can proceed North and West over the aforementioned route to gain access to Putnam Street;

(4) That the only utilities in the area are for the sole purpose of serving your Petitioners and adequate alternative easements can be arranged with said utilities; that petitioners would be willing to grant any and all easements over said vacated property for any and all proper public utilities if and when requested to do so.



(5) That if this petition is granted, the Petitioner, Superior Companies, Inc. will proceed with its plans to construct safeguards against vandalism by erecting property fences with locked gates to dissuade youngsters from entering the property for the purpose of causing physical damage. The additional advantage to these safeguards will necessarily be to protect these young people against the attractive nuisance apparently inherent in the operation of Petitioner's business.

(6) The petitioners have filed with the Board of Public Works a Petition for the vacation of the above described streets, which is presently pending before said Board awaiting disposition and the approval of this Petition;

(7) Petitioners file this Petition pursuant to the provisions of Burns Indiana Statutes Annotated, Section 53-744 in order to insure that the vacation of said streets is complete.

Dated this 24 day of November, 1970.

DIOCESE OF FT. WAYNE-SOUTH BEND,  
INC.

Leo A. Pursley  
Bishop Leo A. Pursley, President

SUPERIOR COMPANIES, INC.

BY: Leonard Rifkin  
Leonard Rifkin, President

OFFICE OF  
BOARD OF PUBLIC WORKS



FORT WAYNE 2 INDIANA

B.O.3-73

Date May 16, 1974 60-328-1

STREET ENGINEERING DEPT.

Subject: Dec. Res. No. 1330-1973 vacation of Calhoun St. - npl of Sixth to npl of Putnam.

Confirmed, subject to provision of an Agreement by the petitioner to provide the City with a Dedication of Right of Way in the event any portion of the vacated property should be needed for future construction of the Wells Street Corridor.

Please prepare Assessment Roll of benefits and damages.

J. D. BOSWELL  
R. L. BONAR  
W. G. WILLIAMS  
BOARD OF PUBLIC WORKS

ajf

Signed \_\_\_\_\_

Reply \_\_\_\_\_

Signed \_\_\_\_\_

SENDER: REMOVE & KEEP 3RD COPY - RECEIVER: ANSWER & KEEP 2ND COPY - RETURN 1ST COPY



OFFICE OF  
BOARD OF PUBLIC WORKS



FORT WAYNE 2, INDIANA

B.O.3-73

Date May 16, 1974 60-328-1

To STREET ENGINEERING DEPT.

Subject Dec. Res. No. 1330-1973 vacation of Calhoun St. - npl of Sixth to npl of Putnam.

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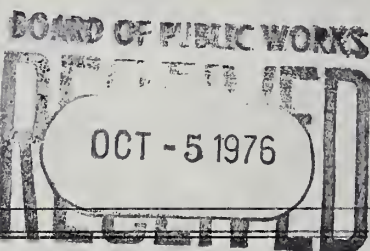
J. D. BOSWELL  
R. L. BONAR  
W. G. WILLIAMS  
BOARD OF PUBLIC WORKS

ajf

RECEIVED

MAY 20 1974

CITY ENGINEERING DEPT.



NOTED

H.P.W.

E.H.L.

M.G.S.

Date

Signed

Reply:

October 5, 1976

Provisions on file at Board of Works. Attached assessment roll of benefits and damages for Declaratory Resolution No. 1330-73.

*Howard A. Biggs*  
Howard A. Biggs  
City Engineer

63-310-11

10/6/76

Signed

SENDER: REMOVE & KEEP 3RD COPY - RECEIVER: ANSWER & KEEP 2ND COPY - RETURN 1ST COPY



Edna

Hinga asked that we  
notify a Mr. Kramer  
who lives on N. Harrison  
when we've set date for  
Putman st. Vacation.

Hearing 2/15/73 Notice mailed  
2/2

743-7693

1/31/73 Notice Mr. Kramer  
Edna

Harold  
1215  
N. Harrison

1330-1973 - VACATION OF CALHOUN STREET from the north property line of Sixth Street  
to the north property line of Putnam Street

1331-1973 - VACATION OF PUTNAM STREET from the east property line of Harrison Street  
to the west property line of Calhoun Street

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1/25/71 - City Plan adopted Resolution for Vacation of Calhoun

2/22/71 - City Plan adopted Resolution for Vacation of Putnam

3/9/71 - City Council approved Vacation of Calhoun (General Ordinance G-109-71)

5/25/71 - City Council approved Vacation of Putnam (General Ordinance G-114-71)

1/18/73 - Board of Works adopted Resolutions on both Vacations.

2/15/73 - Board of Works Public Hearing was continued to May 17, 1973. No remonstrance was filed but the Board was reluctant to Confirm because of the Wells Street Corridor Study that was being made. It was felt the Calhoun Street property might be needed for the corridor.

5/17/73 - Board again deemed advisable to continue to November 15, 1973.

11/15/73 - In spite of appeals of Superior Companies' Attorney, Marvin Crell, the Board saw fit to continue to May 16, 1974.

5/16/74 - Board did Confirm both Resolutions but made the Confirmation subject to provision of an agreement by petitioner (Superior Companies-Leonard Rifkin) to provide the City with a Dedication of Right of Way in the event any portion of the vacated Calhoun should be needed for future construction of the Wells Street Corridor. This agreement was to be signed by the involved property owners (Superior Companies, Paul Pump Company, Penn Central Railroad).

In August, 1974, Attorney Marvin Crell submitted an agreement signed by Rifkin along with a copy of Superior's agreement with Penn Central for the purchase of railroad property. He indicated that the Paul Pump property had already been purchased by Rifkin. Upon investigation by the Engineering Department, it was discovered that deeds to the Paul Pump property had never been recorded and that the description on the agreement were incomplete. Mr. Crell was advised.

Nothing more happened until 1976 when Robert Walters, another attorney for Superior contacted the Board of Works to see what had to be done to complete the Vacations. He was advised the City was still waiting for an agreement concerning right of way dedication in the event the Wells Street Corridor is constructed in the area.

Mr. Walters has now recorded deeds for Paul Pump property and submitted an agreement concerning right of way for all involved property now owned by Superior-Rifkin. Affidavit concerning Paul Pump property, Right of Way Agreement and Penn Central property purchase agreement are now on file. Said documents have been checked by the Engineering Department.

The Board, therefore, has no recourse other than hear comments in connection with benefits and damages shown on the Assessment Roll.

Of course, it might be noted that Penn Central has not become a party to the specified agreement, but the Superior-Penn Central agreement makes it pretty apparent Rifkin will become the owner at some time in the future.



BARRETT, BARRETT & McNAGNY

LAWYERS

FORT WAYNE, INDIANA

*Roger S. Walters*

~~WILLIAM F. RAHE~~

~~LEGAL ASSISTANT~~

3RD FLOOR, LINCOLN TOWER

(219) 423-9551

BOARD OF PUBLIC WORKS

SEP 27 1976

BARRETT, BARRETT & McNAGNY  
LAWYERS

THIRD FLOOR LINCOLN BANK TOWER

FORT WAYNE, INDIANA

46802

JAMES M. BARRETT 1929  
PHIL M. McNAGNY 1969  
OTTO E. GRANT, JR. 1969

TELEPHONE 423-9551  
AREA CODE 219

JAMES M. BARRETT, JR.  
OF COUNSEL

MENTOR KRAUS  
J.A. BRUGGEMAN  
WILLIAM F. McNAGNY  
JAMES M. BARRETT III  
J. MICHAEL O'HARA  
MILES C. GERBERDING  
PAUL S. STEIGMEYER  
JOHN M. CLIFTON, JR.  
DOUGLAS E. MILLER  
ROBERT S. WALTERS  
JOHN F. LYONS  
N. THOMAS HORTON II  
JAMES M. PRICKETT  
WAYNE L. WITMER  
WILLIAM L. SWEET, JR.  
THOMAS M. FINK  
GARY J. RICKNER  
JOHN D. WALDA

September 24, 1976

Mr. Max Van Camp  
City of Fort Wayne  
Street Engineering Department  
Room 740, City-County Building  
Fort Wayne, Indiana 46204

Re: Superior Companies, Inc.  
Vacation of North Calhoun Street  
and Putnam Street, Fort Wayne, Indiana

Dear Mr. Van Camp:

As per our telephone conversation, I am forwarding to you photocopies of the re-recorded deeds, showing the conveyance of the remaining Paul Pumps, Inc. property first to Leonard Rifkin and Irving W. Rifkin and then to Superior Companies, Inc. I am also enclosing herewith the re-executed "Agreement" by which all of the parties have agreed to waive any compensation in the event that the City of Fort Wayne eventually re-acquires any of the vacated property for the Wells Street Corridor Project. You will note, of course, that the additional lot that was omitted from the first Agreement has now been included in the revised Agreement.

Likewise, I am enclosing a re-executed Affidavit, showing that Superior Companies, Inc. is the real party in interest and the owner of all of the contiguous property in any way affected by the Vacation proceedings.

By this time, you have everything in your possession that has been requested, and I hope and trust, at long last, that we can conclude the proceedings.

I presume that you will promptly make your Assessment Roll of Benefits and Damages and will likewise promptly forward it for immediate publication and final approval.

Let me know if there are any problems, although I cannot imagine what else can fairly be requested.



Mr. Max Van Camp  
Page Two  
September 24, 1976

I thank you for your cooperation in this matter, and I look forward with you to the prompt conclusion once and for all.

Very truly yours,

BARRETT, BARRETT & McNAGNY

Robert S. Walters

RSW:ml  
Enclosures  
cc: Ms. Edna Smith

C

O

P

Y

# Department of Public Works

Office of the Board: Room No. 910 City-County Building

Fort Wayne, Indiana, October 11, 1976.

City:

Notice is hereby given you that an assessment of benefits, or award of damages, on account for the vacation of Calhoun Street from the north property line of Sixth Street to the north property line of Putnam Street

has been made against property, situated in the City of Fort Wayne, in Allen County, State of Indiana, recorded as being owned by you, known and described as follows, which assessment of benefits is set opposite said description:

BENEFITS

DAMAGES

\$1.00

\$1.00

All in pursuance to Declaratory Resolution No. 1330-1973, adopted by the Board of Public Works of said City, on the 18th day of January, 1973, authorized by the provisions of an act of the General Assembly of the State of Indiana, approved March 6th, 1905. Entitled "An Act Concerning Municipal Corporations," and under all acts amendatory thereto and supplemental thereof.

The Board of Public Works will meet, in its office, at 7:00 o'clock P. M., on the 21st day of October, 1976, for the purpose of hearing and considering any remonstrance which you may desire to present in regard to the amount of your assessment of benefits or award of damages, as aforesaid.

By Order of

BOARD OF PUBLIC WORKS.





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**NOTICE**  
**OF ASSESSMENT OF BENEFITS**  
**OR AWARD OF DAMAGES**

Against .....

.....

.....

Account Declaratory Res. 1330-1973.....

(Vacation of Calhoun from Sixth to.....

Putnam).....  
.....

Served on .....

.....

by reading and leaving a copy at

.....

No. .... Street

on the..... day of....., 19.....  
.....

Served by .....  
.....



OFFICE OF  
BOARD OF PUBLIC WORKS



FORT WAYNE 2, INDIANA

B. O. 3-73 Res. 1330-73  
B.O. 4-73 Res. 1331-73

Date August 9, 1974

To STREET ENGINEERING DEPARTMENT % Max Van Camp

Subject Declaratory Resolutions 1330 and 1331-73 CALHOUN AND PUTNAM STREETS

Attached is a copy of agreement for your information. Please prepare  
Final Assessment Roll.

J. D. BOSWELL

R. L. BONAR

W. G. WILLIAMS

BOARD OF PUBLIC WORKS

ajf

1330 and 1331 P.O. Lists enclosed  
copy of agreement

Signed \_\_\_\_\_

Reply: \_\_\_\_\_

*Maxwell Croll  
to provide Agreement  
from Penn Central & Paul  
Pumps regarding raising of  
conspiration if West Street Corridor  
is developed*

Signed \_\_\_\_\_

AGREEMENT

IRVING W. RIFKIN and MAY RIFKIN, husband and wife, of Fort Wayne, Allen County, Indiana, being the owners of the following described real estate, located in Allen County, Indiana, to-wit:

2 N. 15 feet east of Harrison, Feeder Addition  
 Lot No. 35, St. Vincent Place Addition  
 Lot No. 36, St. Vincent Place Addition  
 Lot No. 37, St. Vincent Place Addition  
 Lot No. 38, St. Vincent Place Addition  
 Lot No. 39, St. Vincent Place Addition  
 Lot No. 40, St. Vincent Place Addition  
 Block A, St. Vincent Place Addition  
 1 east of Harrison, Feeder Addition  
 Lot No. 42, Feeder Addition  
 Lot No. 28, St. Vincent Place Addition  
 Lot No. 40, St. Vincent Place Addition

1974 AUG -5 PM 1:26  
 ALLEN COUNTY RECORDER  
*Jane E. Stewart*

for and in consideration of the City of Fort Wayne, through its' Board of Public Works, approving the resolution to vacate Calhoun Street from the north property line of Sixth Street to the north property line of Putnam Street and vacation of Putnam Street from the east property line of Harrison Street to the west property line of Calhoun Street, hereby agree for themselves, their heirs, successors and assigns that in the event the project commonly known as The Wells Street Corridor is developed by or in conjunction with the City of Fort Wayne, and in the further event that the property being vacated by the City of Fort Wayne (and described above) is required for use in connection with that project (in addition to all or any portion of the property adjoining or abutting the property being vacated), then the said IRVING W. RIFKIN and MAY RIFKIN, together with their heirs, successors and assigns, agree to waive any compensation attributable to said vacated property, otherwise payable to them by reason of the taking.

*Irving W. Rifkin*  
 Irving W. Rifkin

*May Rifkin*  
 May Rifkin

*Board of Public Works*

3.50  
 C



STATE OF INDIANA)  
 ) SS:  
COUNTY OF ALLEN )

Subscribed and sworn to before me, a Notary Public in and for said County and State, personally appeared IRVING W. RIFKIN and MAY RIFKIN, husband and wife, and acknowledged the execution of the foregoing agreement. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Robert S. Walter  
Notary Public

My Commission Expires:

9/20/75



THIS INSTRUMENT was prepared by MARVIN S. CRELL of the law firm of Tourkow, Danehy, Crell, Hood & Gehring, 814 Anthony Wayne Bank Building, Fort Wayne, Indiana 46802. Telephone: 219-422-8408.

# Scrap takes the rap

One truism about urban homeowners is that nobody likes a scrap yard in the neighborhood. Third District Councilman William Hinga is no exception. Mr. Hinga is irritated with Superior Companies Inc., a scrap purveyor the councilman accuses of poor housekeeping and of purloining a half-block of North Calhoun Street. Councilman Hinga contends Superior is his district's number one problem because city officials are "afraid" to crackdown on the scrap company.

There are many good reasons why city residents throughout the nation find the collection fields of America's metallic consumption so utterly incompatible. Scrap yards are known for polluting air, water and aesthetic resources of the urban environment. And they are notoriously reluctant to correct their offensive habits.

But in Superior's case, Mr. Hinga's broadsides charging piracy of a public street are unjustified, although from some legal viewpoints they are technically true. Since 1971, through three mayoral administrations, the scrap firm has been involved in the street vacation process.

During the Zeis administration the City Plan Commission and the City Council approved the vacation of the northern half-block terminus of North Calhoun. During the Lebamoff administration the Board of Works confirmed the vacation by declaratory resolution subject to two conditions which Superior subsequently met.

The Board of Works insisted and the scrap company agreed to return the vacated street to the city at no charge if North Calhoun is needed for the Wells Street corridor. The board also approved the request on the condition that the vacation would

cause no damages to affected property owners on the block. Superior fulfilled the board's second condition by owning and holding binders for ownership on all affected properties. The firm's only failure was its lengthy delay in assembling and recording all its land acquisitions, a step required for the board to legally transfer the street to the tax assessment rolls and to private ownership.

The Board of Works currently is verifying the company's deeds and contracts as part of the transfer process. Until the street actually is transferred, the vacation is not complete, and Mr. Hinga may be technically accurate in claiming public ownership. But the councilman makes a flimsy case.

All required approvals for the street vacation were obtained. Since the street was blockaded, Superior assumed the considerable costs of maintaining the pavement. And closing the street effectively prevents youngsters from playing in the yard, an area filled with assorted dangers.

Over the years, Superior has not had a superior record as a good neighbor in the Third District. Mr. Hinga's present grievance against the firm, however, is without real cause. The street vacation is in the public interest and is substantially complete. The company did not recklessly purloin public property or set a precedent of cavalier muscle.

Third District residents and their councilman have many more pressing problems than Superior Companies Inc. They have poorly maintained major thoroughfares to repair, blighted housing to rehabilitate and endangered school children to protect as they walk to school on Cook Road. Mr. Hinga should focus his attention on these real problems. It's too easy to let scrap take the rap.

STATE OF INDIANA     )  
                              ) SS:  
COUNTY OF ALLEN     )

AFFIDAVIT

Leonard Rifkin, being first duly sworn upon his oath,  
deposes and says that:

1. He is the President and chief executive officer of  
Superior Companies, Inc.

2. The following real estate was purchased by Irving W.  
Rifkin and May Rifkin, husband and wife, of Fort Wayne, Allen  
County, Indiana, from Paul Pumps, Inc. and subsequently conveyed  
to Superior Companies, Inc., subject to a purchase money indebted-  
ness to Paul Pumps as a result of the original purchase price.

3. All indebtedness to Paul Pumps, Inc., or any of its  
predecessors in interest, any of its affiliated companies, or  
any person acting through or by the direction of Paul Pumps,  
Inc., or any similarly named entity, have been fully paid,  
together with all interest thereon, and that no moneys are  
currently owed to any person or entity by reason of the purchase  
price or any other transaction in connection with the following  
real estate:

2 N. 15 feet East of Harrison, Feeder Addition  
Lot No. 35, St. Vincent Place Addition  
Lot No. 36, St. Vincent Place Addition  
Lot No. 37, St. Vincent Place Addition  
Lot No. 38, St. Vincent Place Addition  
Lot No. 39, St. Vincent Place Addition  
Lot No. 40, St. Vincent Place Addition  
Block A, St. Vincent Place Addition  
1 East of Harrison, Feeder Addition  
Lot No. 42, Feeder Addition  
Lot No. 28, St. Vincent Place Addition  
Lot No. 40, St. Vincent Place Addition

4. Likewise, Superior Companies, Inc. has a pending  
agreement to purchase all of the property currently owned by  
the Penn-Central Transportation Company and formerly owned by  
the Fort Wayne and Jackson Railroad Company, on which Superior  
Companies, Inc. currently conducts and operates its scrap business.  
This purchase transaction is pending and will be closed and con-  
summated as soon as appropriate approvals and orders are secured  
from the United States District Court in Philadelphia, Pennsylvania,  
where the bankruptcy proceedings of the Penn-Central Transportation



Company are currently pending.

5. It is the undersigned's belief that Superior Companies, Inc. is the only real party in interest in connection with the action by the City of Fort Wayne, through its Board of Public Works, in which it approved the resolution to vacate Calhoun Street from the North property line of Sixth Street to the North property line of Putnam Street, together with the vacation of Putnam Street from the East property line of Harrison Street to the West property line of Calhoun Street.

Dated this \_\_\_\_ day of March, 1976.

SUPERIOR COMPANIES, INC.

By Leonard Rifkin  
Leonard Rifkin, President

STATE OF INDIANA     )  
                              ) SS:  
COUNTY OF ALLEN     )

Subscribed and sworn to before me this 31 day of March, 1976.

Donathy M. Horne  
Notary Public

My Commission Expires:

4/13/77

AGREEMENT

IRVING W. RIFKIN and MAY RIFKIN, husband and wife, of Fort Wayne, Allen County, Indiana, being the owners of the following described real estate, located in Allen County, Indiana, to-wit:

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 Lot No. 40, St. Vincent Place Addition

1974 AUG - 5 PM 1:26  
 ALLEN COUNTY RECORDER  
*James C. Davidson*

for and in consideration of the City of Fort Wayne, through its' Board of Public Works, approving the resolution to vacate Calhoun Street from the north property line of Sixth Street to the north property line of Putnam Street and vacation of Putnam Street from the east property line of Harrison Street to the west property line of Calhoun Street, hereby agree for themselves, their heirs, successors and assigns that in the event the project commonly known as The Wells Street Corridor is developed by or in conjunction with the City of Fort Wayne, and in the further event that the property being vacated by the City of Fort Wayne (and described above) is required for use in connection with that project (in addition to all or any portion of the property adjoining or abutting the property being vacated), then the said IRVING W. RIFKIN and MAY RIFKIN, together with their heirs, successors and assigns, agree to waive any compensation attributable to said vacated property, otherwise payable to them by reason of the taking.

*Irving W. Rifkin*  
 Irving W. Rifkin

*May Rifkin*  
 May Rifkin

*Part of Wells St*

3.50  
 C

STATE OF INDIANA)

) SS:

COUNTY OF ALLEN )

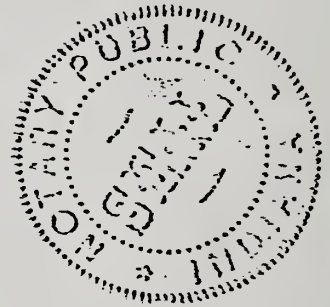
Subscribed and sworn to before me, a Notary Public in and for said County and State, personally appeared IRVING W. RIFKIN and MAY RIFKIN, husband and wife, and acknowledged the execution of the foregoing agreement. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Robert L. Walters

Notary Public

My Commission Expires:

9/20/75



THIS INSTRUMENT was prepared by MARVIN S. CRELL of the law firm of Tourkow, Danchy, Crell, Hood & Gehring, 814 Anthony Wayne Bank Building, Fort Wayne, Indiana 46802. Telephone: 219-422-8408.



1610 N. Calhoun St.  
Ft. Wayne, Ind  
46801

# WARRANTY DEED

76-13434

This indenture witnesseth that Leonard Rifkin and Irving W. Rifkin,  
each over the age of twenty-one (21) years,

of Allen County in the State of Indiana

Convey and warrant to Superior Companies, Inc., an Indiana Corporation

of Allen County in the State of Indiana

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration the receipt whereof is hereby acknowledged, the following Real Estate in Allen County in the State of Indiana, to wit:

A part of Lot No. 8 in the plat of Wells Reserve, Allen County, Indiana, described as follows:

Beginning at the Northwest corner of Sixth and Calhoun Streets in the City of Fort Wayne, Indiana, thence running North along the West side of said Calhoun Street 419.9 feet; thence running West and Southerly 264.4 feet to a point on the East side of Harrison Street in said City 329.4 feet North of the Northeast corner of said Harrison and Sixth Street; thence from said point South along the East side of said Harrison Street to the Northeast corner of said Harrison and Sixth Street, thence due East 250 feet to the place of beginning.

Subject to the first installment of taxes for the year 1974, payable in 1975, and all taxes thereafter due and payable and all assessments assessed against said real estate after the date hereof, all of which the Grantees assume and agree to pay.

Grantor states that there is no Indiana Gross Income Tax due on this conveyance.

State of Indiana, Allen County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 30 day of July 1974 personally appeared:

Leonard Rifkin and Irving W. Rifkin, each over the age of twenty-one (21) years,

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires APRIL 9/20 1975

Robert S. Walters  
ROBERT S. WALTERS Notary Public

Dated this 30 Day of July, 1974

Leonard Rifkin Seal

Irving W. Rifkin Seal

DULY ENTERED FOR TAXATION Seal

JUN 11 1976

James P. Uebelacker Seal  
AUDITOR OF ALLEN COUNTY

Seal

Instrument J 3554 Seal

This instrument prepared by Robert S. Walters Attorney at Law

MAIL TO: Barrett Boy RSW

Mail Tax Dupt to:  
1610 N. Calhoun St  
Fort Wayne, Ind.

# WARRANTY DEED 76- 13435

This indenture witnesseth that PAUL PUMPS, INC., an Indiana corporation,

of Allen County in the State of Indiana,

Conveys and warrants to LEONARD RIFKIN and IRVING W. RIFKIN,

of Allen County in the State of Indiana,  
for and in consideration of One Dollar (\$1.00) and other valuable considerations,  
the receipt whereof is hereby acknowledged, the following Real Estate in Allen County  
in the State of Indiana, to wit:

A part of Lot No. 8 in the plat of Wells Reserve, Allen County, Indiana, described as follows:

Beginning at the Northwest corner of Sixth and Calhoun Streets in the City of Fort Wayne, Indiana, thence running North along the West side of said Calhoun Street 419.9 feet; thence running West and Southerly 264.4 feet to a point on the East side of Harrison Street in said City 329.4 feet North of the Northeast corner of said Harrison and Sixth Street; thence from said point South along the East side of said Harrison Street to the Northeast corner of said Harrison and Sixth Street, thence due East 250 feet to the place of beginning.

Subject to the first installment of taxes for the year 1967 payable in 1968 and all taxes thereafter due and payable and all assessments assessed against said real estate after the date hereof, all of which the Grantees assume and agree to pay.

Grantor states that there is no Indiana Gross Income tax due on this conveyance.

State of Indiana, Allen County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 3rd day of October, 1967 personally appeared: Paul Pumps, Inc., an Indiana corporation, by Victor V. Miller, its president, and Lawrence F. Eberbach, its secretary,

Dated this 3rd Day of October, 1967

PAUL PUMPS, INC. Seal

By Richard Miller Seal  
RICHARD MILLER President

ATTEST:  
Lawrence F. Eberbach Seal  
DULY ENTERED FOR TAXATION  
LAWRENCE F. EBERBACH  
JUN 11 1976 Seal

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires January 2, 1969

James M. Barrett, Jr.  
James M. Barrett, Jr. Notary Public

Jan D. Hebelker Seal  
AUDITOR OF ALLEN COUNTY

Instrument J 3555 Seal

This instrument was prepared by James M. Barrett, Jr., Attorney, Fort Wayne, Indiana  
Member of Indiana Bar Association

MAIL TO:

Barrett Box RSW

7/7/76

According to Trap VanCamp there are  
no records of Rifkin purchase of  
Part of Lot 8, Wells Reserve

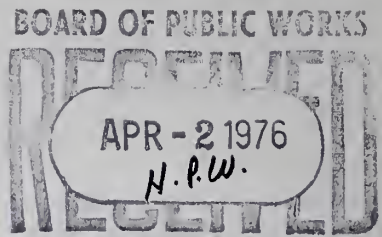
Bob Walters will check into it and call us.

6/11/76 Dred copies  
received  
2 - Dred records out of  
sequence  
~~6/22/76~~

6/18 Re-recorded

9/23/76 Walters will submit  
copies of re-recorded  
deeds  
and affidavit  
including tracing  
Lot 8 -





MENTOR KRAUS  
J. A. BRUGGEMAN  
WILLIAM F. McNAGNY  
JAMES M. BARRETT III  
J. MICHAEL O'HARA  
MILES C. GERBERDING  
PAUL S. STEIGMEYER  
JOHN M. CLIFTON, JR.  
DOUGLAS E. MILLER  
ROBERT S. WALTERS  
JOHN F. LYONS  
N. THOMAS HORTON II  
JAMES M. PRICKETT  
WAYNE L. WITMER  
WILLIAM L. SWEET, JR.  
THOMAS M. FINK  
GARY J. RICKNER  
JOHN D. WALDA

BARRETT, BARRETT & McNAGNY  
LAWYERS  
THIRD FLOOR LINCOLN BANK TOWER  
FORT WAYNE, INDIANA  
46802

JAMES M. BARRETT 1929  
PHIL M. McNAGNY 1969  
OTTO E. GRANT, JR. 1969

TELEPHONE 423-9551  
AREA CODE 219

JAMES M. BARRETT, JR.  
OF COUNSEL

March 26, 1976

Ms. Edna Smith  
Board of Public Works  
City of Fort Wayne  
9th Floor, City-County Building  
Fort Wayne, Indiana 46802

Re: Superior Companies, Inc.  
Vacation of Putnam Street, etc.

Dear Edna:

Pursuant to our telephone conversation several weeks ago, I am pleased to enclose herewith the Affidavit by Superior Companies, Inc., together with Superior's Indemnification Agreement, which should take care of any remaining objections or concerns that any Board of Works member might have in connection with this long-overdue transaction.

You undertook, I believe, to personally try to run this thing through to conclusion, and I would be most appreciative if you would try to get this wrapped up within the next several days if possible. If you have any further difficulty, please call me immediately and I will come over and try to help do whatever has to be done.

Very truly yours,

BARRETT, BARRETT & McNAGNY

Robert S. Walters

RSW:ml  
Enc.  
cc: Mr. Leonard Rifkin

8/16/24

Held for another Agreement  
signed by Railroad & Paul Pungs  
on Calhoun Street.

Conrail has information.

Superior turns  
now

Penn. Central



TO \_\_\_\_\_

DATE \_\_\_\_\_ TIME \_\_\_\_\_

WHILE  
YOU  
WERE  
OUT

\_\_\_\_\_

of \_\_\_\_\_

Phone \_\_\_\_\_

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

TELEPHONED

WILL CALL AGAIN

PLEASE CALL

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

CALLED TO SEE YOU

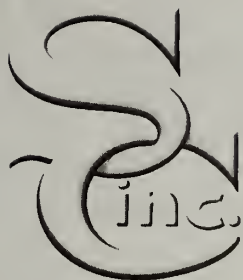
WANTS TO SEE YOU

RUSH .

MESSAGE \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_





## SUPERIOR COMPANIES, INC.

1610 N. CALHOUN ST., FORT WAYNE, INDIANA 46808 • PHONE 219 422-5541

December 1, 1975

Marvin Krel, Attorney  
814 Anthony Wayne Bank Building  
Fort Wayne, Indiana 46802

Dear Marvin:

You requested from me, an up-date on our position on the final vacation of Calhoun Street. At the present time, we do not need an agreement from Paul Pumps, since this property has been purchased by Superior Companies and our original agreement covers this matter. Please consider this letter authorization to have the Rifkin agreement extend to the Paul Pumps' land.

Relative to the Penn Central agreement, the property under question is under option by Superior Companies which is owned by the Rifkins and this option is at the present, being exercised pending clearance from the Bankruptcy Court in Philadelphia, and in view of the fact that we have a valid option, I feel that the purchase will be consummated and Superior Companies and/or Rifkins will own that land also. The agreement that we have given to you before shall extend and include the Penn Central land, as well as, the Paul Pump property - as discussed in the earlier paragraph.

If there is any other information that I can provide you, please do not hesitate to call.

Sincerely,

SUPERIOR COMPANIES, INC.

Leonard Rifkin  
President

LR:lh

OFFICE OF  
BOARD OF PUBLIC WORKS



FORT WAYNE 2, INDIANA

B. O. 3-73 Res. 1330-73  
B.O. 4-73 Res. 1331-73

Date August 9, 1974

To STREET ENGINEERING DEPARTMENT % Max Van Camp

Subject Declaratory Resolutions 1330 and 1331-73 CALHOUN AND PUTNAM STREETS

Attached is a copy of agreement for your information. Please prepare  
Final Assessment Roll.

J. D. BOSWELL

R. L. BONAR

W. G. WILLIAMS

BOARD OF PUBLIC WORKS

ajf

1330 and 1331 P.O. Lists enclosed  
copy of agreement

Signed \_\_\_\_\_

Reply: \_\_\_\_\_



**INDIANA & MICHIGAN ELECTRIC COMPANY**

2101 Spy Run Avenue, P. O. Box 60, Fort Wayne, Indiana 46801

March 6, 1973



Superior Companies, Inc.  
1610 N. Calhoun Street  
Fort Wayne, Indiana 46808

Attn: Leonard Rifkin  
President


Gentlemen:

Enclosed for your files are photocopies of the recorded easements for your property and that which you are purchasing from Paul Pumps, Inc. on North Calhoun Street in Fort Wayne, Indiana.

Thank you for your cooperation.

Very truly yours,

INDIANA & MICHIGAN ELECTRIC COMPANY

  
Wm. L. Blackburn  
Right-of-way Agent - Senior

WLB/cs  
enclosure



Address 2130 Forest Park Blvd.  
Fort Wayne, Indiana

W. O. 736-9757-00-0306

73 03227

**This Indenture**, made this 6th day of April, 1971 by and between Paul Pumps, Inc., owner; Superior Companies, Inc., contract purchaser, a corporation organized and existing under the laws of the State of Indiana, with its principal place of business at Fort Wayne, Indiana, party of the first part and INDIANA & MICHIGAN ELECTRIC COMPANY, GENERAL TELEPHONE COMPANY OF INDIANA, INC., corporations organized and existing under the laws of the State of Indiana, with their principal places of business at Fort Wayne, Indiana, together with the CITY UTILITIES OF FORT WAYNE, INDIANA, parties of the second part.

**Witnesseth:** That for One Dollar (\$1.00) in hand paid to the party of the first part by the parties of the second part, the receipt of which is hereby acknowledged, said party of the first part hereby grants, bargains, sells, conveys, and warrants to the parties of the second part, their successors and assigns forever, a right of way and easement with the right, privilege and authority to said parties of the second part, their successors, assigns, lessees, and tenants to construct, erect, operate and maintain line of poles and wires for the purpose of transmitting, distributing and delivering electric or other power, including telegraph and telephone wires in, on, along, over, through or across and also along any highway as now or hereafter laid out, abutting the following described lands situated in City of Ft. Wayne-Wayne Township, in the County of Allen, in the State of Indiana, and part of Section No. 35 Township No. 31 North and Range No. 12 East, to wit:

A strip of land 50 feet in width lying westerly of and adjacent to the centerline of Calhoun Street, extending from the north line of Sixth Street, north to the north-easterly extension of the southerly line of Lot #2 of Feeder Addition to the City of Fort Wayne.

A part of the above described area being that part of Calhoun Street which will revert to the grantor herein by reason of the vacating of said street.

*James Smith*  
ALLEN COUNTY RECORDER  
1973 FEB 8 PM 4 19

DULY ENTERED FOR TAXATION

FEB - 8 1973

*Barth E. Rorer*  
AUDITOR OF ALLEN COUNTY

TOGETHER with the right to said parties of the second part, their successors and assigns to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, anchors, cross-arms or fixtures, and string wires and cables, adding thereto from time to time, across, through or over the above described premises, to cut or otherwise control and at its option, remove from said premises of the party of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto, or any structure on said premises, and the right of ingress and egress to and over said above described premises and any of the adjoining lands of the party of the first part, at any and all times, for the purpose of patrolling the line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land together with the rights, privileges, easements and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted. Parties of the second part will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises, or pay first party all damages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines shall be made at the office of the Indiana & Michigan Electric Company at 2101 Spy Run Avenue, Fort Wayne, Indiana, within thirty days after such damages accrue. If the respective parties cannot agree on the amount of damages the same shall be arbitrated. This indenture contains all agreements, expressed or implied between the parties hereto.

Party of the first part through its duly authorized officers certifies under oath that no Indiana gross income tax is due or payable at this time in respect to the transfer made by this indenture.

**To Have and to Hold** the same unto said parties of the second part, their successors and assigns.

**In Witness Whereof**, the party of the first part has caused its corporate name and seal to be hereto affixed the day and year first above written.

Signed and Acknowledged in the presence of:

Instrument F 11108

Superior Companies, Inc.

By

*Leonard Rifkin*  
Leonard Rifkin

President

ATTEST:

Secretary

*Victor V. Miller*  
Victor V. Miller, Sec. Treas.

3.5



Name \_\_\_\_\_  
Address \_\_\_\_\_  
Line \_\_\_\_\_  
Eas. No. \_\_\_\_\_

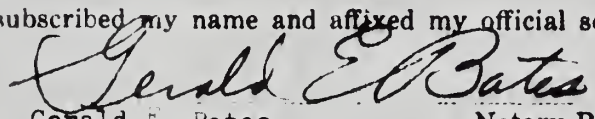
Map No. \_\_\_\_\_

Received for Record M 19 \_\_\_\_\_  
Recorded in Deed Records 19 \_\_\_\_\_  
Volume \_\_\_\_\_ Page \_\_\_\_\_  
Recorder \_\_\_\_\_  
County \_\_\_\_\_  
State of \_\_\_\_\_

STATE OF INDIANA }  
County of Allen } ss:

Before me, the undersigned, a Notary Public, in and for Said County and State, this 6th day of April A.D. 19 71 , personally appeared the within named Esther P. Miller and Victor V. Miller , known to me to be president and secretary-treasurer respectively of Paul Pumps, Inc. , a corporation, who, as such president and secretary-treasurer respectively of such corporation, acknowledged the execution of the foregoing instrument and affixed thereto the corporate seal of said corporation as the free and voluntary act of said corporation for the uses and purposes therein set forth, and said officers, having been duly sworn, swear that the statements contained therein relating to Indiana gross income tax are true.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

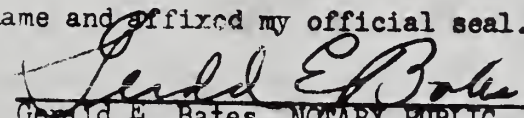
  
Gerald E. Bates Notary Public.

My Commission expires Dec. 2, 1974

STATE OF INDIANA :  
COUNTY OF ALLEN :

Before me, the undersigned, a notary public in and for said county and state, this 10th day of April, A.D. 1971, personally appeared the within named Leonard Rifkin known to me to be president of Superior Companies, Inc., a corporation, who, as such president of such corporation, acknowledged the execution of the foregoing instrument and affixed thereto the corporate seal of said corporation as the free and voluntary act of said corporation for the uses and purposes therein set forth, and said officer, having been duly sworn, swears that the statements contained therein relating to Indiana gross income tax are true.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

  
Gerald E. Bates NOTARY PUBLIC

My commission expires Dec. 2, 1974



Name **Superior Companies, Inc.**  
Address **1610 N. Calhoun St.**  
**Fort Wayne, Indiana**

Eas. No. **73-03226** Map No. **A-7-R-406**  
W. O. **736-9757-00-0306**

**73 03226**

**This Indenture**, made this **10th** day of **April**, 19**71** by and between **Superior Companies, Inc.**, a corporation organized and existing under the laws of the State of **Indiana**, with its principal place of business at **1610 N. Calhoun, Ft. Wayne, Indiana**, party of the first part and **INDIANA & MICHIGAN ELECTRIC COMPANY, GENERAL TELEPHONE COMPANY OF INDIANA, INC.**, corporations organized and existing under the laws of the State of Indiana, with their principal places of business at Fort Wayne, Indiana, together with the **CITY UTILITIES OF FORT WAYNE, INDIANA**, parties of the second part.

**Witnesseth:** That for One Dollar (\$1.00) in hand paid to the party of the first part by the parties of the second part, the receipt of which is hereby acknowledged, said party of the first part hereby grants, bargains, sells, conveys, and warrants to the parties of the second part, their successors and assigns forever, a right of way and easement with the right, privilege and authority to said parties of the second part, their successors, assigns, lessees, and tenants to construct, erect, operate and maintain a line of poles and wires for the purpose of transmitting, distributing and delivering electric or other power, including telegraph and telephone wires in, on, along, over, through or across and also along any highway as now or hereafter laid out, abutting the following described lands situated in **City of Ft. Wayne, Wash- (ington) Township**, in the County of Allen, in the State of Indiana, and part of

Section No. **35** Township No. **31 North** and Range No. **12 East**, to wit:  
The east 7 feet of Lots **35 thru 40** and the north 7 feet of Lots **28 and 40** of **St. Vincent Place Addition** to the City of Fort Wayne, Ind. and the east 7 feet of Lots **1 & 2** of **Feeder Addition** to the City of Fort Wayne.  
ALSO a strip of land 7 feet in width lying east of and adjacent to the east line of **Calhoun Street** extending south from the north line of **Putnam Street** to the south line of **Lot #42** of **Feeder Addition** to the City of Fort Wayne, Ind., together with all that part of the east half of **Calhoun Street** lying westerly of and adjacent to the above mentioned segment of the east line of **Calhoun Street**.  
ALSO the west half of **Calhoun Street** from the north line of **Putnam Street** to the south-east corner of **Lot #2** of the above mentioned **Feeder Addition**.  
ALSO ~~the north 7 feet of~~ the south 7 feet of **Putnam Street** from the east line of **Harrison Street** to the west line of **Calhoun Street**.  
ALSO the north 7 feet of **Block "A"** of **Feeder Addition** to the City of Fort Wayne.  
All of the above described street areas being a part of said streets which will revert to the grantor herein by reason of vacating said streets.

**DULY ENTERED FOR TAXATION**

**FEB - 8 1973**

TOGETHER with the right to said parties of the second part, their successors and assigns to make, erect, maintain, inspect, add to the number of, and relocate at will, poles, anchors, cross-arms or fixtures, and structures and cables, adding thereto from time to time, across, through or over the above described premises, to cut or otherwise control and at its option, remove from said premises of the party of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto, or any structure on said premises, and the right of ingress and egress to and over said above described premises and any of the adjoining lands of the party of the first part, at any and all times, for the purpose of patrolling the line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land together with the rights, privileges, easements and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted. Parties of the second part will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises, or pay first party all damages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines shall be made at the office of the **Indiana & Michigan Electric Company** at **2101 Spy Run Avenue, Fort Wayne, Indiana**, within thirty days after such damages accrue. If the respective parties cannot agree on the amount of damages the same shall be arbitrated. This indenture contains all agreements, expressed or implied between the parties hereto.

Party of the first part through its duly authorized officers certifies under oath that no Indiana gross income tax is due or payable at this time in respect to the transfer made by this indenture.

**To Have and to Hold** the same unto said parties of the second part, their successors and assigns.

**In Witness Whereof**, the party of the first part has caused its corporate name and seal to be hereto affixed the day and year first above written.

Signed and acknowledged in the presence of  
**NOTARY PUBLIC**

**Superior Companies, Inc.**

By **Leonard Rifkin** President

ATTEST: Secretary

This instrument was prepared by William L. Blackburn, employee of Indiana & Michigan Electric Company on its behalf.

**1973 FEB 8 PM 4 18**

Instrument **F 11105**



Name \_\_\_\_\_

## Address

Line

Eas. No.

Map No.

Received for Record M 19

Recorded in Deed Records 19

Volume.....Page.....

## Recorder

of \_\_\_\_\_ County  
State of \_\_\_\_\_

## State of

STATE OF INDIANA

County of Allen

§§ :

Before me, the undersigned, a Notary Public, in and for Said County and State, this 10th day of April A.D., 19 71, personally appeared the within named Leonard Rifkin

and who, as such president of Superior Companies, Inc., a corporation,

who, as such president ~~Respectively of Superior Companies, Inc.~~, a corporation, corporation, acknowledged the execution of the foregoing instrument and affixed thereto the corporate seal of said corporation as the free and voluntary act of said corporation for the uses and purposes therein set forth, and said officers, having been duly sworn, swear that the statements contained therein in relation to Indiana gross income tax are true.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission expires: Dec. 2, 1974

Gerald E. Bates

Notary Public.



THE CITY OF FORT WAYNE

board of public works

May 10, 1974

SUBJECT: Public Hearing on Confirmation

Dear Councilman Hinga:

Please be advised that the Board has scheduled a public hearing Thursday,  
May 16, 1974 at 3:30 p.m. concerning the following  
project(s):

✓ DECLARATORY RESOLUTION NO. 1330-73 - Vacation of Calhoun St. from npl of  
Sixth St. to npl of Putnam St.  
(Continued from November 15, 1973)

DECLARATORY RESOLUTION NO. 1331-73 - Vacation of Putnam St. from the epl  
of Harrison St. to wpl of Calhoun  
Street (Continued from November 15,  
1973)

You are invited to attend this public hearing and hear the comments of  
your constituents regarding the project(s). If you have any questions  
on the project(s), please feel free to call.

Sincerely,

Jerry D. Boswell  
Ronald L. Bonar  
William G. Williams  
BOARD OF PUBLIC WORKS

/bt

cc: Mayor



THE CITY OF FORT WAYNE  
board of public works

November 8, 1973

SUBJECT: Public Hearing on Confirmation

Dear Councilman:

Please be advised that the Board has scheduled a public hearing Thursday,  
November 15, 1973 at 3:30 p.m. concerning the following  
project(s):

✓ Declaratory Res. No. 1330-73 - Vacation of Calhoun St. from npl of Sixth  
St. to npl of Putnam Street. (Continued  
from May 17, 1973)

Declaratory Res. No. 1331-73 - Vacation of Putnam St. from epl of Harrison  
St. to wpl of Calhoun St. (Continued from  
May 17, 1973)

You are invited to attend this public hearing and hear the comments of  
your constituents regarding the project(s). If you have any questions  
on the project(s), please feel free to call.

Sincerely,

Jerry D. Boswell  
Ronald L. Bonar  
William G. Williams  
BOARD OF PUBLIC WORKS

/bt

cc: Mayor



May 7, 1973

Councilman William T. Hinga  
1321 Spring Street  
Ft. Wayne, Indiana 46808

RE: Public Hearing

Dear Councilman:

Please be advised that the Board has scheduled a public hearing on Thursday, May 17, 1973 at 3:30 p.m. concerning the following projects:

✓ Declaratory Res. No. 1330-72 - Vacation of Calhoun Street from npl of Sixth St. to npl of Putnam Street.  
(Hearing on Confirmation - Continued from February 15, 1973)

Declaratory Res. No. 1331-72 - Vacation of Putnam Street from epl of Harrison St. to wpl of Calhoun St.  
(Hearing on Confirmation - Continued from February 15, 1973)

You are invited to attend this public hearing and hear the comments of your constituents regarding the projects. If you have any questions on the projects, please feel free to call.

Sincerely,

Jerry D. Boswell  
Ronald L. Bonar  
William G. Williams  
BOARD OF PUBLIC WORKS

/bt

cc: Mayor

NOTICE TO PROPERTY OWNER

Office Board of Public Works

City Hall

Fort Wayne, Indiana.....February 2, 1973

To.....

You are hereby notified that the Board of Public Works, of the City of Fort Wayne, Indiana, did adopt Declaratory Resolution No. 1330-1973 providing for the

vacation of Calhoun Street from the North property line of Sixth Street to the North property line of Putnam Street.

The Board has fixed Thursday, February 15, 1973 at 3:30, Room 910, City-County Bldg. a date and time when they will hear and consider objections or remonstrances from all persons whose property will be affected by said Declaratory Resolution.

PROPERTY DESCRIPTION:

All according to the method and manner provided for in an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations", as approved March 6, 1905 and the provisions of all acts amendatory thereto and supplemental thereof.

BOARD OF PUBLIC WORKS

59-113-6

NOTICE TO PROPERTY OWNERS

Notice is hereby given by the Board of Public Works of the City of Fort Wayne, Indiana, that on the 18th day of January, 1973 the said Board deeming it necessary to make certain improvement adopted the following:

DECLARATORY RESOLUTION NO. 1330-1973

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to vacate Calhoun Street from the north property line of Sixth Street to the north property line of Putnam Street.

All as shown by a plan of such proposed Vacation as above described, now on file in the Office of the Department of Public Works of the City of Fort Wayne, Indiana.

The cost of said Vacation shall be assessed against the property beneficially affected thereby.

The Board of Public Works has fixed Thursday, the 15th day of February, 1973 as the date on which remonstrances will be heard and considered from persons interested therein or affected thereby and on said day at 3:30 p.m., the Board will meet at its office for the purpose of taking final action thereon.

Jerry D. Boswell  
Ronald L. Bonar  
William G. Williams  
BOARD OF PUBLIC WORKS

ATTEST: Edna I. Smith, Clerk

PUBLISH: January 26 and February 2, 1973

/bt



59-113-6

B.O. 3-1973

January 18, 1973

STREET ENGINEERING DEPARTMENT

Dec. Imp. Res. No. 1330-73 vacation of Calhoun Street, etc.

Resolution approved and adopted.

Will advertise Notice to Property Owners on Jan. 26 and Feb. 2, 1973.

Hearing on Confirmation will be held Thursday, February 15, 1973 at 3:30 p.m.

J. D. Boswell

R. L. Bonar

W. G. Williams

BOARD OF PUBLIC WORKS

ajf

OFFICE OF  
BOARD OF PUBLIC WORKS



FORT WAYNE 2, INDIANA

B.O. 3-73  
B.O. 4-73

Date January 9, 1973

To Ken Traylor, Street Engineer

Subject Vacations - Calhoun St.--Sixth to Putnam & Putnam St.--Harrison to Calhoun

The above petitions are being held in your office awaiting utility easements. It is the decision of the Board that Resolutions be prepared and Public Hearing dates established.

The Calhoun Street petition was assigned a Board Order number in 1971. We are hereby canceling that number (B.O. 12-71) and assigning numbers as follows:

B.O. 3-73 - Calhoun Street  
B.O. 4-73 - Putnam Street

Jerry D. Boswell  
Ronald L. Bonar  
William G. Williams  
BOARD OF PUBLIC WORKS

/bt

Signed \_\_\_\_\_

Reply:

January 12, 1973

In accordance with your instruction Declaratory Resolutions No. 1330 and No. 1331, drawings and property ownership lists are attached.

Please be advised that no utility easements have been obtained as of this date.

*Kenneth N. Traylor*  
Kenneth N. Traylor  
Street Engineer

lc  
attach.

Signed \_\_\_\_\_

57-113-6  
SENDER: REMOVE & KEEP 3RD COPY - RECEIVER: ANSWER & KEEP 2ND COPY - RETURN 1ST COPY

# House Memorandum

BOARD OF PUBLIC WORKS

Date \_\_\_\_\_

JAN 05 1972

From \_\_\_\_\_

Subject \_\_\_\_\_

COPIES TO:

→ Boswell

Hinga raised the question as to why Bafkin is blockading N. Calhoun when it hasn't been vacated. The same applies to Putnam St. Let me know & then I'll tell Hinga. T/y.

Z

- Go ahead with Vacation of both Calhoun & Putnam  
Only minor easement problems remain  
I will order Street Engineering to prepare the Resolutions. ~~(with your permission)~~ allow complainers to air their wrath at public hearing and proceed to vacate.

Edna



✓ B.O. 3-73  
B.O. 4-73

January 9, 1973

Ken Traylor, Street Engineer

Vacations - Calhoun St.--Sixth to Putnam & Putnam St.--Harrison to Calhoun

The above petitions are being held in your office awaiting utility easements. It is the decision of the Board that Resolutions be prepared and Public Hearing dates established.

The Calhoun Street petition was assigned a Board Order number in 1971. We are hereby canceling that number (B.O. 12-71) and assigning numbers as follows:

B.O. 3-73 - Calhoun Street  
B.O. 4-73 - Putnam Street

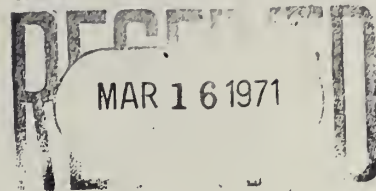
Jerry D. Boswell  
Ronald L. Bonar  
William G. Williams  
BOARD OF PUBLIC WORKS

/bt

City of Fort Wayne



BOARD OF PUBLIC WORKS



ENGINEERING DEPARTMENT

425 SOUTH CALHOUN STREET

FORT WAYNE, INDIANA

NOTED.



F.S.E.

F.W.D.

G.F.G.

Date \_\_\_\_\_

March 15, 1971

Northern Indiana Public Service Company  
Indiana & Michigan Electric Company  
General Telephone Company of Indiana

We have received a petition to vacate the following:

Calhoun Street from the north property line of Sixth Street to the north property line of Putnam Street,

Putnam Street from the east property line of Harrison Street to the west property line of Calhoun Street.

Please check your easement requirements on the enclosed post cards and return to us as soon as possible.

Very truly yours,

*Donald E. Bodeker*

Donald E. Bodeker  
Office Manager

DEB:lc  
attachs.

cc: Board of Public Works ✓  
(Board Order #12-1971)

March 15, 1971

William J. Jones  
City Plan Director

Tom Manny  
Traffic Engineer

Please submit your opinion and recommendations on the following  
proposed vacations:

Calhoun Street from the north property line of Sixth Street  
to the north property line of Putnam Street,

Putnam Street from the east property line of Harrison Street  
to the west property line of Calhoun Street.

*Donald E. Bodeker*

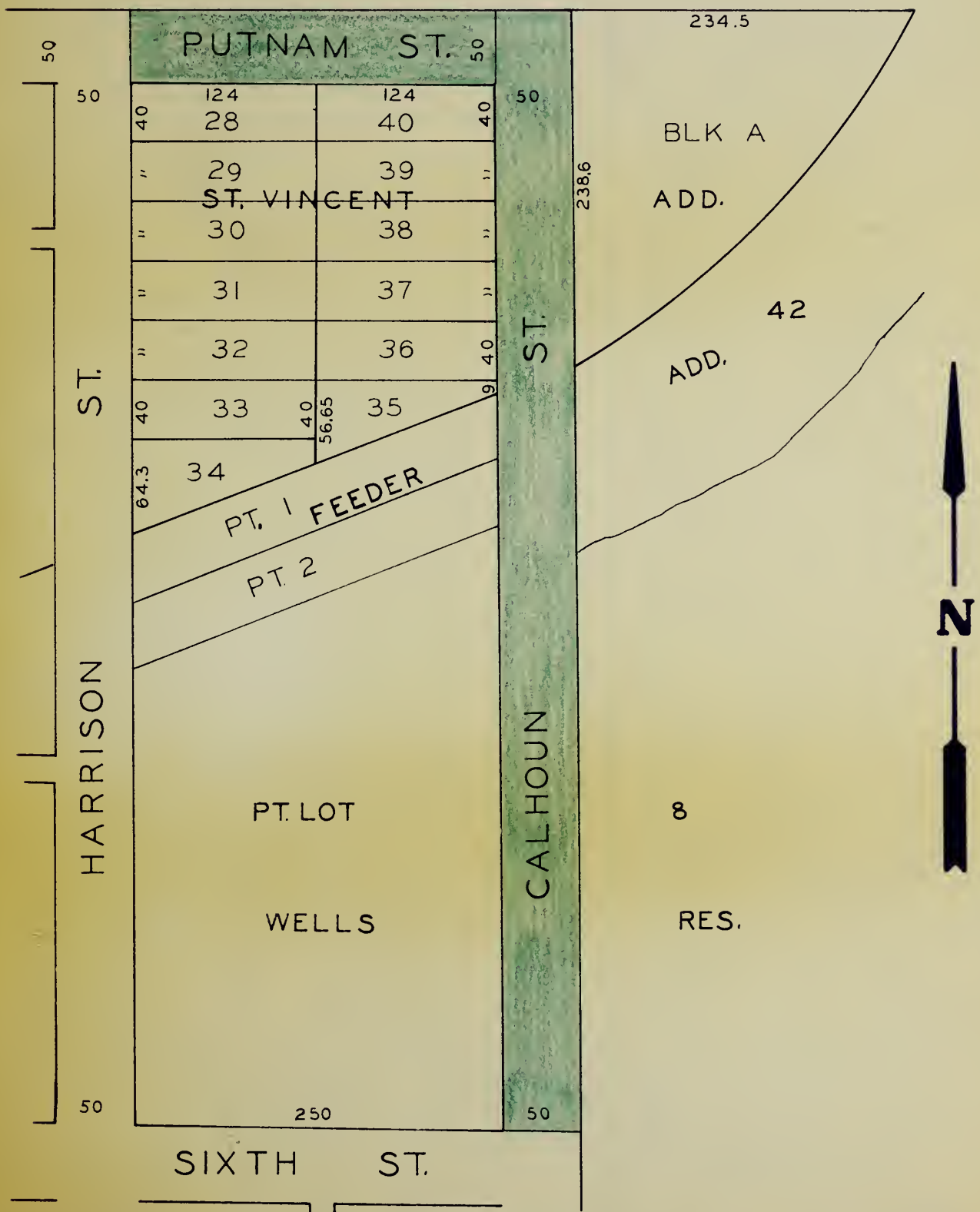
Donald E. Bodeker  
Office Manager

DEB:lc  
attachs.

cc: Board of Public Works ✓  
(Board Order #12-1971)



STREETS TO BE VACATED



B.O. 12-'71

January 29, 1971

Don Bodeker, City Engineering

Vacation - Calhoun Street (Sixth to Putnam)

Please take whatever steps are necessary to process the attached petition.

Fred S. Ehrman

Robert W. Dahman

George F. Cable

BOARD OF PUBLIC WORKS

es

Board of Public Works, City of Ft. Wayne  
(Governmental Unit)

To NEWS-SENTINEL Dr.

Allen County, Ind.

FORT WAYNE, INDIANA

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) — number of equivalent lines

Head number of lines

Body number of lines

Tail number of lines

Total number of lines in notice

COMPUTATION OF CHARGES

35 lines, columns wide equals equivalent lines at .388¢

cents per line

Additional charge for notices containing rule or tabular work (50 per cent of above amount)

Charge for extra proofs of publication (50 cents for each proof in excess of two)

TOTAL AMOUNT OF CLAIM

DATA FOR COMPUTING COST

Width of single column 11 ems

Size of type 5 1/2 point

Number of insertions 2

Size of quad upon which type is cast 5 1/2

Pursuant to the provision and penalties of Ch. 89, Acts 1967,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Date February 7, 1973

A. M. Hostman  
Title Clerk

PUBLISHER'S AFFIDAVIT

State of Indiana }  
ALLEN County } ss:

Personally appeared before me, a notary public in and for said county and state, the undersigned A. M. Hostman who, being duly sworn, says that She is Clerk of the NEWS-SENTINEL

a DAILY newspaper of general circulation printed and published in the English language in the city of FORT WAYNE, INDIANA in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 2 time 5, the dates of publication being as follows:

January 26, 1973

February 2, 1973

Subscribed and sworn to before me this 7th day of February 1973

Notary Public

My commission expires October 3, 1975

NOTICE TO PROPERTY OWNERS  
Notice is hereby given by the Board of Public Works of the City of Fort Wayne, Indiana, that on the 18th day of January, 1973 the said Board deeming it necessary to make certain improvement adopted the following:  
DECLARATORY RESOLUTION  
NO. 1330-1973  
Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to vacate Calhoun Street from the north property line of Sixth Street to the north property line of Putnam Street.  
All as shown by a plan of such proposed vacation as above described, now on file in the Office of the Department of Public Works of the City of Fort Wayne, Indiana.  
The cost of said vacation shall be assessed against the property beneficially affected thereby.  
The Board of Public Works has fixed Thursday, the 15th day of February, 1973 as the date on which remonstrances will be heard and considered from persons interested therein or affected thereby and on said day at 3:30 p.m., the Board will meet at its office for the purpose of taking final action thereon.  
Jerry D. Baswell  
Ronald L. Bonar  
William G. Williams  
BOARD OF PUBLIC WORKS  
Edna I. Smith, Clerk.  
ATTEST:  
1-26 2-2



Claim No..... Warrant No.....

IN FAVOR OF

\$.....

On Account of Appropriation for

Appropriation No.....

Allowed....., 19.....

In the sum of \$.....

I have examined the within claim and hereby certify as follows:  
That it is in proper form.  
That it is duly authenticated as required by law.  
That it is apparently } Correct  
                                      { Incorrect

I certify that the within claim is true and correct; that the services therein itemized and for which charge is made were ordered by me and were necessary to the public business.

TABLE SHOWING PRICE PER LINE AND PER INSERTION FOR

SIZE OF TYPE	11 Em Column (132 Points) Number of Insertions			
	1	2	3	4
5½	.192	.288	.384	.480
6	.176	.264	.352	.440
7	.151	.227	.302	.378
7½	.14	.21	.28	.35
8	.132	.198	.264	.33
9	.117	.176	.234	.293
10	.106	.159	.212	.265
12	.088	.132	.176	.22

Note: Above table is based on a square of 250 ems.

FEB. 12 1973

Board of Public Works, City of Ft. Wayne  
(Governmental Unit)

To.....NEWS-SENT INEL.....Dr.

Allen

County, Ind.

FORT WAYNE, INDIANA

## PUBLISHER'S CLAIM

## LINE COUNT

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— number of equivalent lines

Head number of lines

Body number of lines

Tail number of lines

Total number of lines in notice

1

29

5

35

## COMPUTATION OF CHARGES

35 lines.....columns wide equals.....equivalent lines at 38¢  
cents per line

\$ 10.08

Additional charge for notices containing rule or tabular work (50 per cent of above amount)

Charge for extra proofs of publication (50 cents for each proof in excess of two)

TOTAL AMOUNT OF CLAIM

\$ 10.08

## DATA FOR COMPUTING COST

Width of single column 11 ems

Size of type.....5½.....point

Number of insertions 2

Size of quad upon which type is cast.....5½.....

Pursuant to the provision and penalties of Ch. 89, Acts 1967,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

A. M. Hostman

Date February 7, 1973

Title Clerk

## PUBLISHER'S AFFIDAVIT

State of Indiana } ss:  
ALLEN County }

Personally appeared before me, a notary public in and for said county and state, the undersigned A. M. Hostman who, being duly sworn, says that she is Clerk of the

NEWS-SENT INEL

a DAILY newspaper of general circulation printed and published in the English language in the city of FORT WAYNE, INDIANA in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 2 times, the dates of publication being as follows:

January 26, 1973

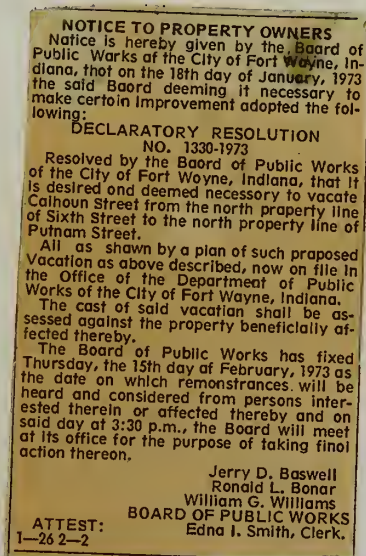
February 2, 1973

A. M. Hostman

Subscribed and sworn to before me this 7th day of February 1973

Notary Public

My commission expires October 3, 1975



Claim No. .... Warrant No. ....

IN FAVOR OF

\$ .....

On Account of Appropriation for

Appropriation No. ....

Allowed ..... , 19 .....

In the sum of \$ .....

I have examined the within claim and hereby certify as follows:  
That it is in proper form.  
That it is duly authenticated as required by law.  
That it is apparently } Correct  
                                      } Incorrect

I certify that the within claim is true and correct; that the services therein itemized and for which charge is made were ordered by me and were necessary to the public business.

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10	.106	.159	.212	.265
12	.088	.132	.176	.22

Note: Above table is based on a square of 250 ems.



Board of Public Works, City of Ft. Wayne  
(Governmental Unit)

To JOURNAL-GAZETTE

FEB. 12 1973

Dr.

Allen County, Ind.

FORT WAYNE, INDIANA

## PUBLISHER'S CLAIM

## LINE COUNT

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Head number of lines

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Tail number of lines

Total number of lines in notice

1

29

5

35

## COMPUTATION OF CHARGES

35 lines, columns wide equals equivalent lines at 288¢  
cents per line

\$ 10.08

Additional charge for notices containing rule or tabular work (50 per cent of above amount)

Charge for extra proofs of publication (50 cents for each proof in excess of two)

TOTAL AMOUNT OF CLAIM

\$ 10.08

## DATA FOR COMPUTING COST

Width of single column 11 ems

Size of type 5½ point

Number of insertions 2

Size of quad upon which type is cast 5½

Pursuant to the provision and penalties of Ch. 89, Acts 1967,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Date February 7, 1973

Title CLERK

## PUBLISHER'S AFFIDAVIT

State of Indiana } ss:  
Allen County }

Personally appeared before me, a notary public in and for said county and state, the undersigned LARRY E. GERKEN who, being duly sworn, says that he is CLERK

JOURNAL-GAZETTE  
a DAILY newspaper of general circulation printed and published in the English language in the city of FORT WAYNE, INDIANA in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 2 times, the dates of publication being as follows:

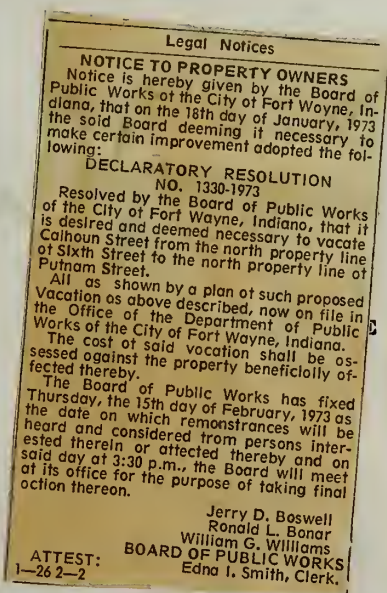
January 26, 1973

February 2, 1973

Subscribed and sworn to before me this 7th day of February 1973

Notary Public

My commission expires October 25, 1975



Claim No..... Warrant No.....

IN FAVOR OF

\$.....

On Account of Appropriation for

Appropriation No.....

Allowed....., 19.....

In the sum of \$.....

I have examined the within claim and hereby certify as follows:

That it is in proper form.

That it is duly authenticated as required by law.

That it is apparently } Correct  
                                      } Incorrect

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Board of Public Works, City of Ft. Wayne  
(Governmental Unit)

To JOURNAL-GAZETTE Dr.

Allen County, Ind.

FORT WAYNE, INDIANA

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Date February 7, 1973

Title CLERK

Legal Notices

**NOTICE TO PROPERTY OWNERS**  
Notice is hereby given by the Board of Public Works of the City of Fort Wayne, Indiana, that on the 18th day of January, 1973 the said Board deeming it necessary to make certain improvement adapted the following:

**DECLARATORY RESOLUTION**  
NO. 1330-1973  
Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to vacate Colhaun Street from the north property line of Sixth Street to the north property line of Putnam Street.

All as shown by a plan of such proposed Vacation as above described, now on file in the Office of the Department of Public Works of the City of Fort Wayne, Indiana.

The cost of said vacation shall be assessed against the property beneficially affected thereby.

The Board of Public Works has fixed Thursday, the 15th day of February, 1973 as the date on which remonstrances will be heard and considered from persons interested therein or affected thereby and on said day at 3:30 p.m., the Board will meet at its office for the purpose of taking final action thereon.

ATTEST:  
1-26 2-2

Jerry D. Boswell  
Ronald L. Banar  
William G. Williams  
BOARD OF PUBLIC WORKS  
Edna I. Smith, Clerk.

## PUBLISHER'S AFFIDAVIT

State of Indiana }  
Allen County } ss:

Personally appeared before me, a notary public in and for said county and state, the undersigned LARRY E. GERKEN who, being duly sworn, says that he is CLERK of the

JOURNAL-GAZETTE  
a DAILY newspaper of general circulation printed and published in the English language in the city of FORT WAYNE, INDIANA in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 2 time s, the dates of publication being as follows:

January 26, 1973

February 2, 1973

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My commission expires October 25, 1975



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10	.106	.159	.212	.265
12	.088	.132	.176	.22

Note: Above table is based on a square of 250 ems.

1970 MAR 17 PM 2 26

DECLARATION OF COVENANTS

4280

The undersigned owners of the following described real estate situate in Fort Wayne, Allen County, Indiana, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

development or use of the above described property shall impose the restrictive hereby declare that from and after this date the above described real estate shall be impressed with the following restrictive covenants and that said restrictive covenants shall govern the future use and development of said real estate:

IN WITNESS WHEREOF, the undersigned have hereunto set their

1. That said real estate shall be used in the processing of iron and steel scrap and the salvaging of metals and other materials for re-use within a solid enclosure approximately eighteen (18) feet high to be constructed of concrete, metal or other permanent materials.

2. Provided however that said enclosure shall not be constructed wherever buildings located on said real estate would be obstructed by such solid enclosure.

3. That all iron or steel scrap and other salvage materials to be processed on said real estate, shall at all times be contained within said enclosed area and shall not be permitted to accumulate outside of said enclosed area at any time.

4. That there shall be no voluntary burning of any non-metallic materials on said real estate except that burning which is directly involved in the reduction and processing of scrap metals. Provided further that such burning which is necessary in the reduction and processing of scrap metals shall only take place within the hours of 3 A.M. and 6 A.M. each day.

5. That there shall be no expansion of the M-3 use of said real estate to geographic areas not presently used for such purposes. All M-3 use of said real estate will be confined to the geographic areas which have been used for such purposes prior to the date of this declaration.

6. That the following described uses shall not be permitted on said real estate or any part thereof at any time; animal slaughtering, tannery, gluefactory, oil refinery, soap factory, artificial gas manufacturing, rubber manufacturing, fertilizer manufacturing.



Following described tract of land lying in Section 1, Township 12 North, Range 1st East, containing 31 Acres, more or less, East of the intersection of the North right of way line of Fourth Street and the East right of way line of North Calhoun Street, said point being the point of beginning, thence Northerly along the East right of way line of said North Calhoun Street an assumed bearing of N 88° 00' 00" E 141.50 feet to the North right of way line of Fourth Street extended, thence Easterly along said North right of way line 34.5 feet to the intersection of the East right of way line of Fourth Street and the East right of way line of North Calhoun Street, thence Northerly along the East right of way line of North Calhoun Street an assumed bearing of N 88° 00' 00" E 141.50 feet to the point of beginning.

7. That these covenants shall be subject to the enforcement of the City of Fort Wayne, acting by and through its Building Commissioner or other properly designated official.

8. That any deed, contract or lease for the sale, disposition, development or use of the above described property shall impose the restrictive covenants set forth in Paragraphs 1, 2, and 6 above, it being the purpose and intent hereby and of the undersigned, that each and every restrictive covenant herein contained shall run with and be binding upon said property.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 22 day of July, 1969.

SUPERIOR COMPANIES, INC.

BY: Leonard Rifkin  
Leonard Rifkin, President

ATTEST:  
Irving W. Rifkin  
Irving Rifkin, Secretary  
Leonard Rifkin  
Leonard Rifkin  
Norma Jean Rifkin  
Norma Jean Rifkin

Irving W. Rifkin  
Irving Rifkin  
May Rifkin  
May Rifkin

STATE OF INDIANA, ALLEN COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said County and State this 22 day of July, 1969, personally appeared Leonard Rifkin and Irving W. Rifkin, President and Secretary, respectively of Superior Companies, Inc., who, on behalf of said corporation acknowledged their execution of the foregoing Declaration of Covenants; and also appeared Leonard Rifkin and Norma Jean Rifkin, husband and wife, and Irving W. Rifkin and May Rifkin, husband and wife, who each acknowledged their execution of the foregoing Declaration of Covenants as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and Notarial Seal.

Donatus M. Hargis  
Notary Public

My Commission Expires:  
4/13/73



574

EXHIBIT A

The following described tract of land lying in Section 2, Township 30 North, Range 12 East, and Section 35, Township 31 North, Range 12 East, City of Fort Wayne, Allen County, Indiana, specifically described as follows:

Commencing at the intersections of the North right of way line of Fourth Street and the East right of way line of North Calhoun Street, said point being the point of beginning, thence Northerly along the East right of way line of said North Calhoun Street on an assumed bearing of N-00-00-00-E 1441.30 feet to the North right of way line of Putman Street extended, thence Easterly along said North right of way line of Putman Street extended on a bearing of N-90-00-00-E 333.10 feet, thence N-18-47-50-E 335.08 feet, thence N-60-54-00-E 38.81 feet to a point 10.00 feet West of the centerline of the mainline track of the Pennsylvania-New York Central Railroad, thence 823.61 feet along an arc to the right having a radius of 784.02 feet, a chord length of 786.26 feet and a chord bearing of S-03-37-23-E, said arc lying Westerly of and parallel to the centerline of the mainline track of said railroad, thence S-20-11-00-W along a line lying 10.00 feet West of and parallel to the centerline of said mainline track 1056.79 feet to a point on the North right of way line of Fourth Street, thence Westerly along said North right of way line of Fourth Street on a bearing of S-89-47-00-W 159.70 feet to the point of beginning. Containing 16.245 acres marked the corners thereof as shown on the accompanying plat and subject to all established highways and easements of record.



## THE CITY OF FORT WAYNE

board of public works  
city-county building  
one main street  
fort wayne, indiana 46802

October 19, 1976

SUBJECT: PUBLIC HEARING

Dear Councilman Hinga:

Please be advised that the Board has scheduled a public hearing Thursday,  
October 21, 1976 at 7:00 p.m. concerning the follow-  
ing project(s):

HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

✓ Declaratory Res. No. 1330-73 Vacation of Calhoun Street  
(Sixth to Putnam)

You are invited to attend this public hearing and hear the comments of  
your constituents regarding the project(s). If you have any questions  
on the project(s), please feel free to call.

Sincerely,

Henry P. Wehrenberg

Ethel LaMar

Max G. Scott

BOARD OF PUBLIC WORKS

ep

cc: Mayor

AN EQUAL OPPORTUNITY EMPLOYER



presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of March, 1971 at the hour of 8:30 o'clock A.M., E.S.T.

Fuad G. Bonahoom  
City Clerk

Approved and signed by me this 10th day of March, 1971, at the hour of 10:38 o'clock A.M., E.S.T.

Harold S. Zeis  
Mayor.

File No. G-71-02-19

REPORT OF THE COMMITTEE ON REGULATIONS

We, your Committee on Regulations to whom was referred an Ordinance amending General Ordinance No. G-97 by authorizing the vacation of a portion of Calhoun Street, have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance DO PASS.

Herbert G. Tipton  
Jack K. Dunifon  
William K. Geake  
John H. Robinson

Concurred in 3-9-71.

Fuad G. Bonahoom  
City Clerk

File No. G-71-02-19

GENERAL ORDINANCE NO. G-109-71

AN ORDINANCE amending General Ordinance No. G-97 by authorizing the vacation of a portion of Calhoun Street.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. A petition for the vacation of a portion of Calhoun Street by SUPERIOR MANUFACTURING, INC. having been filed with the Fort Wayne City Plan Commission, and a resolution having been duly adopted by the Fort Wayne City Plan Commission on January 21, 1971 following a public hearing thereon, all in accordance with Section 44, Chapter 35, of the Acts of the General Assembly of the State of Indiana, as amended by Section 3, Chapter 385, of the Acts of 1963 of the General Assembly of the State of Indiana (Burns Indiana Statutes, 1964 Replacement, Sec. 53-744), the Thoroughfare Plan as set forth in General Ordinance No. G-97 adopted by the Common Council of the City of Fort Wayne on November 26, 1963, is amended by deleting the following public street located in Fort Wayne, Allen County, Indiana, to-wit:

Calhoun Street from the North property line of Sixth Street north to the north property line of Putnam Street.

SECTION 2. After passage of this Ordinance, approval by the Mayor, and legal publication, a duly certified copy of this Ordinance, of the recommendation of the Fort Wayne City Plan Commission, and of the action of the Mayor, shall be transmitted by the City Clerk to the Board of Public Works of the City of Fort Wayne, Indiana.



-4755-

SECTION 3. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Herbert G. Tipton  
Councilman

Read the third time in full and on motion by Tipton seconded by Geake and duly adopted, placed on its passage. Passed by the following vote:

Ayes eight

Dunifon, Fay, Geake, Nuckols, Robinson, Rousseau, Steigerwald, Tipton.

Nays none

Absent one, to-wit: Councilman Adams.

Date: 3-9-71.

Fuad G. Bonahoom  
City Clerk

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as General Ordinance No. G-109-71 on the 9th day of March, 1971.

ATTEST: (SEAL)

Fuad G. Bonahoom  
City Clerk

Phil A. Steigerwald  
Presiding Officer

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of March, 1971 at the hour of 8:30 o'clock A.M., E.S.T.

Fuad G. Bonahoom  
City Clerk

Approved and signed by me this 10th day of March, 1971, at the hour of 10:39 o'clock A.M., E.S.T.

Harold S. Zeis  
Mayor.

The Council then adjourned.

#### CERTIFICATE

I hereby certify that I am the duly elected, acting and incumbent City Clerk of the City of Fort Wayne, Indiana and as such the custodian of the records of the Common Council of said city and that the above and foregoing is the true, full and complete record of the proceedings of the Common Council of the City of Fort Wayne, Indiana, for its Regular Session, held on Tuesday, the 9th day of March, 1971; that the numbered ordinances shown therein were duly adopted by said Common Council on said date and were presented by the Mayor of the City of Fort Wayne and were signed and approved or disapproved by said Mayor as and on the dates shown as to each such ordinance respectively; and that all said records, proceedings and ordinances remain on file and record in my office.

WITNESS my hand and the official seal of the City of Fort Wayne, Indiana, this 9th day of March, 1971.

Fuad G. Bonahoom  
City Clerk

SEAL

Minutes approved and signed in open Council this 23rd day of March, 1971.

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City Clerk

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Presiding Officer

AGREEMENT

IRVING W. RIFKIN and MAY RIFKIN, husband and wife, of Fort Wayne, Allen County, Indiana, LEONARD RIFKIN and IRVING W. RIFKIN, of Fort Wayne, Allen County, Indiana, and SUPERIOR COMPANIES, INC., an Indiana corporation, with its principal office and place of business in Fort Wayne, Allen County, Indiana, being all of the former or current owners of the following described real estate, located in Allen County, Indiana, to-wit:

2 N. 15 feet east of Harrison, Feeder Addition  
Lot No. 35, St. Vincent Place Addition  
Lot No. 36, St. Vincent Place Addition  
Lot No. 37, St. Vincent Place Addition  
Lot No. 38, St. Vincent Place Addition  
Lot No. 39, St. Vincent Place Addition  
Lot No. 40, St. Vincent Place Addition  
Block A, St. Vincent Place Addition  
1 east of Harrison, Feeder Addition  
Lot No. 42, Feeder Addition  
Lot No. 28, St. Vincent Place Addition  
Lot No. 40, St. Vincent Place Addition

A part of Lot No. 8 in the plat of Wells Reserve, Allen County, Indiana, described as follows:

Beginning at the Northwest corner of Sixth and Calhoun Streets in the City of Fort Wayne, Indiana, thence running North along the West side of said Calhoun Street 419.9 feet; thence running West and Southerly 264.4 feet to a point on the East side of Harrison Street in said City 329.4 feet North of the Northeast corner of said Harrison and Sixth Street; thence from said point South along the East side of said Harrison Street to the Northeast corner of said Harrison and Sixth Street, thence due East 250 feet to the place of beginning,

for and in consideration of the City of Fort Wayne, through its Board of Public Works, approving the resolution to vacate Calhoun Street from the North property line of Sixth Street to the North property line of Putnam Street and vacation of Putnam Street from the East property line of Harrison Street to the West property line of Calhoun Street, hereby agree for themselves, their heirs, successors and assigns that in the event the project commonly known as The Wells Street Corridor is developed by or in conjunction with the City of Fort Wayne, and in the



further event that the property being vacated by the City of Fort Wayne (and described above) is required for use in connection with that project (in addition to all or any portion of the property adjoining or abutting the property being vacated), then the said Irving W. Rifkin and May Rifkin, Leonard Rifkin and Irving W. Rifkin, and Superior Companies, Inc., together with their heirs, successors and assigns, agree to waive any compensation attributable to said vacated property, otherwise payable to them by reason of the taking.

8/3/76

Irving W. Rifkin  
Irving W. Rifkin

May Rifkin  
May Rifkin

Leonard Rifkin  
Leonard Rifkin

SUPERIOR COMPANIES, INC.

By Leonard Rifkin

STATE OF INDIANA     )  
                              ) SS:  
COUNTY OF ALLEN     )

Before me, a Notary Public in and for said County and State, personally appeared Irving W. Rifkin, May Rifkin, Leonard Rifkin, and Superior Companies, Inc., and acknowledged their execution of the foregoing Agreement to be their voluntary acts and deeds for the uses and purposes therein set forth.

WITNESS my hand and notarial seal.

8/3/76

Wayne C. Witmer  
Notary Public

My Commission Expires:

June 2, 1980

This instrument was prepared by Robert S. Walters, Attorney at Law, 395 Lincoln Bank Tower, Fort Wayne, Indiana 46802.

STATE OF INDIANA       )  
                               ) SS:                               AFFIDAVIT  
 COUNTY OF ALLEN       )

Leonard Rifkin, being first duly sworn upon his oath,  
 deposes and says that:

1. He is the President and chief executive officer of  
 Superior Companies, Inc.

2. The real estate described in this Paragraph 2 was  
 purchased by Irving W. Rifkin and May Rifkin, husband and wife,  
 of Fort Wayne, Allen County, Indiana, from Paul Pumps, Inc.  
 and subsequently conveyed to Superior Companies, Inc., subject  
 to a purchase money indebtedness to Paul Pumps as a result of  
 the original purchase price:

2 N. 15 feet East of Harrison, Feeder Addition  
 Lot No. 35, St. Vincent Place Addition  
 Lot No. 36, St. Vincent Place Addition  
 Lot No. 37, St. Vincent Place Addition  
 Lot No. 38, St. Vincent Place Addition  
 Lot No. 39, St. Vincent Place Addition  
 Lot No. 40, St. Vincent Place Addition  
 Block A, St. Vincent Place Addition  
 1 East of Harrison, Feeder Addition  
 Lot No. 42, Feeder Addition  
 Lot No. 28, St. Vincent Place Addition  
 Lot No. 40, St. Vincent Place Addition

3. The real estate described in this Paragraph 3 was  
 purchased by Leonard Rifkin and Irving W. Rifkin, of Fort Wayne,  
 Allen County, Indiana, from Paul Pumps, Inc., was conveyed by  
 Paul Pumps, inc. to the said Leonard Rifkin and Irving W. Rifkin  
 by Warranty Deed dated October 3, 1967, and was subsequently  
 conveyed by Leonard Rifkin and Irving W. Rifkin to Superior  
 Companies, Inc. on July 30, 1974:

A part of Lot No. 8 in the plat of Wells  
 Reserve, Allen County, Indiana, described  
 as follows:

Beginning at the Northwest corner of Sixth  
 and Calhoun Streets in the City of Fort Wayne,  
 Indiana, thence running North along the West  
 side of said Calhoun Street 419.9 feet; thence  
 running West and Southerly 264.4 feet to a  
 point on the East side of Harrison Street in  
 said City 329.4 feet North of the Northeast  
 corner of said Harrison and Sixth Street;  
 thence from said point South along the East  
 side of said Harrison Street to the Northeast  
 corner of said Harrison and Sixth Street,  
 thence due East 250 feet to the place of  
 beginning.

4. All indebtedness to Paul Pumps, Inc., or any of its predecessors in interest, any of its affiliated companies, or any person acting through or by the direction of Paul Pumps, Inc., or any similarly named entity, and arising from or in any way relating to the real estate described in Paragraphs 2 and 3 of this Affidavit, have been fully paid, together with all interest thereon, and that no moneys are currently owed to any person or entity by reason of the purchase price or any other transaction in connection with said real estate.

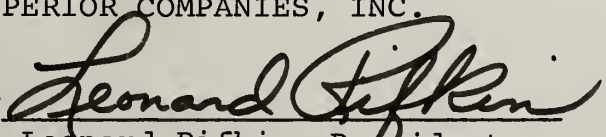
5. Superior Companies, Inc. has entered into a binding agreement with Penn-Central Transportation Company, currently certified to the United States District Court in Philadelphia, Pennsylvania for sale approval in connection with the bankruptcy proceedings of the Penn-Central Transportation Company, to purchase all of the property currently owned by the Penn-Central Transportation Company (formerly owned by the Fort Wayne and Jackson Railroad Company), on which Superior Companies, Inc. currently conducts and operates its scrap business and which is in any way contiguous with, adjacent to, or abutting on North Calhoun Street, Putnam Street, or any areas near, touching, or affected by Declaratory Resolution No. 1330 - 1973 by the Department of Public Works of the City of Fort Wayne, in connection with the vacation of Calhoun Street from the North property line of Sixth Street to the North property line of Putnam Street.

6. Superior Companies, Inc. is the only real party in interest in the ownership of all contiguous real estate touching or in any way affected by the portion of North Calhoun Street subject to the vacation proceedings referenced in the foregoing paragraph of this Affidavit and, in addition, affected by the similar vacation proceedings of Putnam Street from the East property line of Harrison Street to the West property line of Calhoun Street.

Dated this 3 day of August, 1976.

SUPERIOR COMPANIES, INC.

By

  
Leonard Rifkin, President



STATE OF INDIANA     )  
                              ) SS:  
COUNTY OF ALLEN     )

Subscribed and sworn to before me this 3 day of August,  
1976.

Wayne C. Wilmer  
Notary Public

My Commission Expires:

June 2, 1980

This instrument was prepared by Robert S. Walters, Attorney at Law,  
395 Lincoln Bank Tower, Fort Wayne, Indiana 46802.

AGREEMENT

**PENN CENTRAL TRANSPORTATION COMPANY, Lessee of the works and property**  
**of the FORT WAYNE & JACKSON RAILROAD COMPANY** (hereinafter called Grantor)

has agreed through J. J. Sweeney, Manager-Real Estate, Penn Central Transportation Company, subject to the approval of the Management and Board of Directors of Penn Central Transportation Company and of

Grantor (if other than Penn Central Transportation Company) to sell **SUPERIOR COMPANIES, INC., a corporation of the State of Indiana,** to, **at 1610 N. Calhoun Street, Fort Wayne, Indiana**

(hereinafter called Grantee) the land at Fort Wayne, Allen County, Indiana,

(hereinafter called the premises) containing **14.88 acres**

**together with Grantor's freight house thereon** more or less, as shown in yellow outline on the plan attached hereto

and made a part hereof, for **ONE HUNDRED NINETY SIX THOUSAND FOUR**

**HUNDRED AND NO/100 (\$196,400.00)**

Dollars; of which **NINETEEN**

**THOUSAND SIX HUNDRED AND NO/100 (\$19,600.00)**

Dollars have this day been

paid on account, the receipt whereof is hereby acknowledged, and the

balance, viz.: **ONE HUNDRED SEVENTY SIX THOUSAND EIGHT HUNDRED AND NO/100**

**(\$176,800.00)**

Dollars is to be paid in cash upon the delivery of a Quitclaim deed

without any covenants or warranties of any kind whatsoever by Grantor,

conveying the premises to Grantee in fee simple, clear of all liens

and encumbrances, except such judgments and other liens as may be

open of record against Grantor and for protection against which

Grantee hereby agrees to accept Grantor's letter agreement to indemnify

and save harmless Grantee against collection of any such judgment

or other lien out of the premises; and said deed shall be subject to

all legal highways, to and existing natural watercourse, to physical

conditions, occupancies and encroachments, if any, that an accurate

survey or personal inspection of the premises may disclose, to the

rights of any parties in possession, to current taxes and assessments

not yet due and payable, to easements, covenants, restrictions and other

encumbrances of record, if any, to zoning and building laws and

ordinances, and to the reservations and covenants, if any, to be set

forth in said deed as hereinafter mentioned, and said deed shall also

provide as follows:

" THIS INSTRUMENT is executed, delivered and accepted upon the understanding and agreement:

"that Grantor shall not be liable or obligated to construct or maintain any fence between the land hereinbefore described and land of Grantor adjoining the same; or be liable or obligated to pay for any part of the cost or expense of constructing or maintaining such a fence or any part thereof, and Grantee shall indemnify and hold harmless the Grantor from any claims or demand for compensation for any damage that may result by reason of the nonexistence of such a fence;

"that Grantee shall indemnify and hold harmless the Grantor from any claim or demand whatsoever for compensation for damages, whether said damages be direct or consequential, to the land hereinbefore described or to any buildings or improvements now or hereafter erected thereon, or to the contents thereof, which may be caused by the operation, maintenance, repair or renewal of Grantor's railroad or which may be caused by vibration resulting from the operation, maintenance, repair or renewal thereof; and Grantee hereby expressly releases Grantor from liability for any such damages;

~~"that Grantee shall indemnify and hold harmless the Grantor from any claim or demand for compensation for any damage which may be caused by the sliding of any part of the adjoining railroad embankment of Grantor, or by the draining or seeping of water therefrom upon or into the land hereinbefore described or upon or into anything which may be erected or placed thereon;~~

~~"that Grantor shall not be liable or obligated to provide lateral support for the surface of the land hereinbefore described or any part thereof; and that the Grantee shall indemnify and hold harmless the Grantor from any claim or demand for compensation whatever for any damage that may~~



~~be caused by the sliding of any part of the slope or~~  
embankment supporting the surface of the land hereinbefore  
described on the \_\_\_\_\_ and shall use due  
diligence to prevent the drainage or seepage of water or the  
precipitation of snow or ice or anything whatever from the  
land hereinbefore described onto or upon the remaining land  
of Grantor or onto or upon any part thereof;

"that in the event the tracks of the railroad of Grantor are elevated or depressed, or the grades of any streets, avenues, roads, lanes, highways or alleys over said railroad in the vicinity of the land hereinbefore described are changed so that they shall pass overhead or underneath the said tracks and railroad, or in the event any grade crossing is vacated and closed, Grantee, as owner of the land hereinbefore described shall indemnify and hold harmless the Grantor from any claim or demand for any compensation whatsoever for any damage of whatsoever nature caused by or in any manner growing out of the separation or change of grades of said railroad and/or said streets, avenues, roads, lanes, highways or alleys or out of the vacation and closing of any grade crossing;

~~"that a right or means of ingress, egress or passageway to or from the land hereinbefore described is not hereby granted, specifically or by implication, and that Grantor shall not and will not be liable or obliged to obtain for Grantee such means of ingress, egress or passageway and also that Grantee will obtain a means of access to and from the said land at Grantee's own cost and expense."~~

IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO:

that Grantee shall purchase the tracks located on the premises at a unit rate of \$3.00 per lineal foot. The footage shall be determined by survey (hereinafter mentioned) and Grantor shall convey same by separate bill-of-sale;

that leases dated September 27, 1967, and June 1, 1952, with Grantee shall be terminated at settlement;

that 60-day tenancy-at-will lease dated February 16, 1968, between Grantor and Container Corporation of America covering 11,100 sq. ft. in the freight house at an annual rental of \$4,395.60 shall be assigned to purchaser at settlement;

that Grantor shall terminate agreement with the signboard company covering the board located on the northerly end of said freight house; said termination notice not to be served until Grantor's Board of Directors approves said conveyance;

Grantee agrees that it will within five (5) days after receipt of copy of this agreement signed by Grantor order a survey of the premises by a licensed or registered surveyor and a preliminary title report or such other evidence of title as Grantee may desire. Grantee agrees to furnish a reproducible tracing of such plan of survey within thirty (30) days after ordering. Grantee agrees to furnish a copy of such preliminary title report to Grantor within thirty (30) days after ordering. Grantee further agrees to initiate within five (5) days after completion of survey a request for any sub-division approval required by law or ordinance or any zoning change required hereunder. Grantee shall assume the expense of furnishing and performing the foregoing with the understanding that if either Management or Board of Directors does not approve and authorize this transaction as aforesaid, Grantor shall reimburse Grantee for the net actual cost incurred by Grantee for survey and evidence of title upon receipt by Grantor of receipted bills therefor.

If this transaction includes buildings, structures or other improvements owned by Grantor, Grantee agrees to take title to the same subject to any violations of law or ordinances whether or not such violations are officially recorded and in an "as is" condition on the title closing date.

It is distinctly understood between the parties hereto that if Grantee shall:

- (a) fail or neglect to furnish the survey data and title report within the respective periods of time hereinabove specified, or
- (b) fail or neglect to approve a draft of said deed within fifteen (15) days after receipt thereof; or
- (c) fail or neglect to complete the transaction by



paying the balance of the purchase price  
and accepting delivery of the title documents  
within a period of ten (10) days after  
Grantee has been advised in writing that  
such documents are ready for delivery, or

(d) fail or neglect to complete or perform any  
other duty or undertaking agreed to herein,  
then, in any such event, Grantor, at its option, may declare  
this agreement terminated and void and Grantor shall be re-  
leased from any obligation to convey the premises and shall  
retain the sum paid herewith as liquidated damages and not  
as a penalty.

The delivery of the title document and payment therefor  
shall take place at the office of **Manager - Real Estate**

**at 348 - Union Station, Chicago, Illinois 60606**

and rentals, real estate taxes, special assessments, water and  
sewer rents, and any other taxes and charges shall be apportioned  
between Grantor and Grantee as of the date of transfer of title.

Grantor shall not be liable for any real estate broker's  
commission, agent's commission, or finder's fee in connection  
with this sale and Grantee shall indemnify Grantor against any  
and all claims for such commission or fees.

It is understood between the parties hereto that Grantor  
has not, as of this date, received notice from any local  
or other public body or pursuant to the authority or  
direction of any public body, with respect to work proposed  
and affecting the premises, and having to do with the installation  
of curbing, sidewalk paving, cartway or street paving or  
other street improvements, or the installations of sewers,  
water or lighting facilities; and, therefore, in the event any  
such notice respecting the performance and the completion of

work required is hereafter received by Grantor or Grantee or notice of confirmed special assessment is issued to Grantor or Grantee in connection therewith, it is agreed that Grantee shall be responsible for compliance with such notice or notices, and shall pay for the work required or the assessment levied therefor.

It is understood between the parties hereto that the selling price is fixed without regard to area and is not to be abated or changed should a survey prove an area different from the area above mentioned.

In the event either Management or Board of Directors fails to approve and authorize this transaction as aforesaid, or in the event it should develop that Grantor's title to the premises<sup>\*</sup> for any reason is not good and marketable, clear of all liens and encumbrances, excepting as aforesaid, and Grantee shall not be agreeable to accept title of such lesser quality as Grantor is willing to give, without abatement of price, or in the event the conveyance on the terms herein provided would be contrary to any law, regulation or order of governmental authority, then the sum paid on account will be refunded without interest to Grantee who hereby agrees to accept same, whereupon this writing shall be cancelled and annulled and neither party hereto shall have any claim whatever against the other by reason hereof. **\*Except the area shown in yellow hatch on attached print.**

It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this agreement which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this agreement, made by the other. The Grantee has inspected the buildings and other improvements, if any, included in this transaction and is thoroughly acquainted with their condition.

This agreement may not be changed or terminated orally. The stipulations aforesaid are to apply to and bind the heirs,



executors, administrators, successors, and assigns of the respective parties; provided, however, that no assignment hereof shall be made by Grantee without the prior written consent of Grantor.

Anything herein to the contrary notwithstanding, it is distinctly understood and agreed that this instrument does not constitute a binding agreement or impose any obligation on Grantor, Penn Central Transportation Company or their agents (except as provided above in reference to the cost of the title report, survey and the return of the down payment) unless and until Manager - Real Estate of Penn Central Transportation Company gives written notification to Grantee to the effect that this transaction has received necessary approval and authorization of Management and Board of Directors and that Grantor is legally bound.

Dated the 12th day of March A.D., 1970.

PENN CENTRAL TRANSPORTATION COMPANY,  
Lessee as aforesaid

WITNESSES:

[Signature]

By:

J. J. Sweeney  
Manager - Real Estate

[Signature]

SUPERIOR COMPANIES, INC.

By: [Signature]  
Secretary

By:

[Signature]  
President



# Improvement Resolution No. 1330 1973 For THE VACATION OF CALHOUN STREET FROM THE NORTH PROPERTY LINE OF SIXTH STREET TO THE NORTH PROPERTY LINE OF PUTNAM STREET.

	OWNER'S NAME	ADDRESS	NUMBER OF			DESCRIPTION
			LOT	BLOCK	O. L.	
1	RIFKIN, IRVING W. & MAY	4935 Southwood Ave	35			ST. VINCENT PLACE ADD.
2	" " " "	" "	36			" " " "
3	" " " "	" "	37			" " " "
4	" " " "	" "	38			" " " "
5	" " " "	" "	39			" " " "
6	" " " "	" "	40			" " " "
7	" " " "	" "		A		" " " "
8	" " " "	" "	EAST OF HARRISON			FEDER ADD.
9	" " " "	" "	2 N. 15' EAST OF HARRISON			" "
10	" " " "	" "	42			" "
11	PAUL PUMPS INC. SUPERIOR COMPANY	Victory 4130 Forest Park Blvd.	8 BETWEEN HARRISON & CALHOUN			WELLS RESERVE
12	PENN CENTRAL RAILROAD CO.	231 W. Balie	9.8 EAST OF CALHOUN N. OF SIXTH			" "
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NOTICES MAILED OR SERVED

By

2-2-73

PST

